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APPENDIX

Supreme Court of the United States

OCTOBER TERM, 1968

No. 61

NATIONAL LABOR RELATIONS BOARD,

Petitioner.

—v.—

**JOSEPH T. STRONG, d/b/a STRONG ROOFING AND
INSULATING CO.**

**ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT**

**PETITION FOR CERTIORARI FILED APRIL 17, 1968
CERTIORARI GRANTED MAY 27, 1968**

Supreme Court of the United States

OCTOBER TERM, 1968

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NATIONAL LABOR RELATIONS BOARD,

Petitioner

—v.—

JOSEPH T. STRONG, d/b/a STRONG ROOFING AND
INSULATING CO.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

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**CHRONOLOGICAL LIST OF
RELEVANT DOCKET ENTRIES**

- 6. 3.64 Charge filed, G.C. exhibit 1(a)
- 8.19.64 Complaint and notice of hearing issued, G. C. Exhibit 1(c)
- 8.27.64 Respondent's answer to complaint dated, G. C. Exhibit 1(e)
- 1. 8.65 Trial Examiner's Decision issued
- 2. 9.65 Respondent's exceptions to Trial Examiner's Decision received
- 4.19.65 Board's Decision and Order issued

OFFICIAL REPORT OF PROCEEDINGS
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
TWENTY FIRST REGION

Docket No. 21-CA-5978

IN THE MATTER OF:

**JOSEPH T. STRONG, d/b/a STRONG ROOFING & INSULATING
Co., RESPONDENT**

-and-

**ROOFERS LOCAL 36, UNITED SLATE, TILE AND COMPOSITION
ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION,
CHARGING PARTY**

Place: Los Angeles, California

Date: October 20, 1964

**Pages: 1-95
VOLUME I**

**Oct. 27, 1964, San Francisco Branch, National
Relations Board, Trial Examining Division**

[1]

BEFORE THE
NATIONAL LABOR RELATIONS BOARD
TWENTY-FIRST REGION

Docket No. 21-CA-5978

JOSEPH T. STRONG, d/b/a STRONG ROOFING & INSULATING
CO., RESPONDENT

~~and~~

ROOFERS LOCAL 36, UNITED SLATE, TILE AND COMPOSITION
ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION,
CHARGING PARTY

Hearing Room 1,
Mezzanine Floor,
849 S. Broadway,
Los Angeles, Calif.,

Tuesday, October 20, 1964

The above-entitled matter came on for hearing, pursuant to notice, at 10:00 o'clock a.m.

BEFORE:

MARTIN S. BENNETT, Esq., Trial Examiner.

APPEARANCES:

HAROLD E. JAHN, Esq., 849 South Broadway, Los Angeles, California, appearing on behalf of the counsel for the General Counsel.

O'MELVENY & MYERS, BY:

ALFRED C. PHILLIPS, Esq., 433 South Spring Street, Los Angeles 13, Calif., appearing on behalf of the Respondent.

[2]

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EXHIBITS

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[3]

PROCEEDINGS

TRIAL EXAMINER BENNETT: The hearing will be in order.

This is a formal hearing before the National Labor Relations Board in the matter of Strong Roofing and Insulating Co., Case No. 21-CA-5978.

The Trial Examiner conducting the hearing is Martin S. Bennett.

I will ask counsel to state their appearances.

For the General Counsel?

MR. JAHN: Harold E. Jahn, for the General Counsel, care of the National Labor Relations Board, 849 South Broadway, Los Angeles, California.

Mr. Examiner, I would like to state that I have been informed by Mr. Eugene Miller, attorney for Roofers Local 36, that he will not make an appearance.

However, he has requested all papers be served on him, and that is Mr. Eugene Miller of Brundage, Hackler and Roseman, 1621 West Ninth Street, Los Angeles.

TRIAL EXAMINER: For the respondent?

MR. PHILLIPS: O'Melveny and Myers, by Alfred C. Phillips, 433 South Spring Street, Los Angeles 18.

* * *

[10]

DAVID VAN EYK

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Jahn) Mr. Van Eyk, would you please state your name and address for the record?

A David Van Eyk.

You want my home address or business?

Q Home address.

A 4535 Deelane Street in Torrance.

TRIAL EXAMINER: Is that E-w?

THE WITNESS: E-y-k, sir.

Q (By Mr. Jahn) By whom are you employed, Mr. Van Eyk?

A By the Roofing Contractors' Association of Southern [11] California.

Q And in what capacity are you employed by that Association?

A Executive director.

Q And what is the address of the Association?

A 1833 West 8th Street, L. A. 17.

Q Now, as the executive director, are you involved in the day-to-day affairs of the Association?

A Oh, yes.

Q Is the Association incorporated?

A Yes.

Q Does the Association have by-laws?

A Yes.

TRIAL EXAMINER: Show you the name of the Association in Paragraph 1(b) of the complaint, is that the correct name?

THE WITNESS: Yes. Yes, it is.

MR. JAHN: Mr. Examiner, I ask the reporter to mark this document as General Counsel's Exhibit 2 for identification as a document entitled, "The Revised By-laws of the Roofing Contractors' Association of Southern California, Incorporated, January, 1963."

(The document above referred to was marked General Counsel's Exhibit No. 2 for identification.)

MR. JAHN: Let the record show that I am now handing the witness a copy of General Counsel's Exhibit No. 2.

[12] Q (By Mr. Jahn) Mr. Van Eyk, would you take a look at that, please?

A Yes, these are our by-laws.

Q Are those by-laws currently in effect?

A Yes, they are. Hm-hum (affirmative).

Q Have those by-laws been in effect at all times since January of 1963?

A Yes, they have.

MR. JAHN: Mr. Examiner, I offer General Counsel's 2 in evidence.

TRIAL EXAMINER: Any objection?

MR. PHILLIPS: No objection.

TRIAL EXAMINER: I will receive it.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 2, was received in evidence.)

Q (By Mr. Jahn) Mr. Van Eyk, does the Roofing Contractors Association have regular members?

A Yes.

Q Was Strong Roofing and Insulating Company a regular member of the Association in August of 1963?

A Yes.

TRIAL EXAMINER: What do you mean by the term "regular member"?

THE WITNESS: If I may, I will elaborate.

TRIAL EXAMINER: Would you?

[13] THE WITNESS: Regular members, as we term them, are accredited union roofing contractor members. We also have an associate contractor membership category which are non-union members. This went into effect in June of '62. We also have a category of associate members which comprise the manufacturers, suppliers, wholesalers, et cetera.

TRIAL EXAMINER: How many in each category, approximately?

THE WITNESS: Well, at the present time we have approximately 85 regular members, 10 of the associate contractor members, and about 35 of the associate members.

TRIAL EXAMINER: Next question.

Q (By Mr. Jahn) Mr. Van Eyk, had Strong Roofing and Insulating Company been a regular member of the Association for some time prior to August of 1963?

A Yes, they had.

Q As a regular member of the Association, did Strong Roofing and Insulating Company pay a monthly membership fee?

A Yes, he did.

Q Does the Association maintain a record showing the monthly membership fees paid by its members?

A Yes.

Q Was such a membership record maintained for Strong Roofing and Insulating Company?

A Yes.

MR. JAHN: Mr. Examiner, I ask the reporter to mark this [14] document as General Counsel's Exhibit 3 for identification.

(The document above referred to was marked General Counsel's Exhibit No. 3 for identification.)

MR. JAHN: Let the record show that I am giving the witness a copy of General Counsel's Exhibit No. 3.

THE WITNESS: Yes, this is the most recent record.

Q (By Mr. Jahn) Mr. Van Eyk, is that a record of the membership dues paid by Strong Roofing Company?

A Yes, it is.

TRIAL EXAMINER: This covers what period of time?

THE WITNESS: This covers—beginning April 24, 1962, April dues, through April of 1964. There is a more current card in this file right now. This is used in conjunction with an NCR bookkeeping machine.

TRIAL EXAMINER: This would be the most recent form of its type?

THE WITNESS: Right.

TRIAL EXAMINER: And the figure in the upper right-hand corner is the monthly dues?

THE WITNESS: This is the monthly dues, yes, sir.

TRIAL EXAMINER: I notice that the other side has a different figure.

THE WITNESS: This is true. In the fall of 1963, they requested a change in their membership status. They were bonded through us. They had a bond deposit. They requested [15] a refund of this bond and, also, a change-over from a regular member status to an associate contractor member status, and that is why there is a difference.

TRIAL EXAMINER: I was referring specifically to the—so the record may be clear—to the figure of \$17.25 and \$15.00.

Are you offering this?

MR. JAHN: Yes. I offer that document into evidence.

MR. PHILLIPS: No objection.

TRIAL EXAMINER: I will receive it.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 3, was received in evidence.)

Q (By Mr. Jahn) Mr. Van Eyk, is the Roofing Contractors' Association party to a labor agreement at this time?

A Yes, we are.

Q And what union or unions is that agreement with?

A With Local 36 and 72 of the Hot Roofers Union.

[16] Q On what date did the present agreement become effective?

A August 15, 1963.

MR. JAHN: Mr. Examiner, I ask the reporter to mark this document as General Counsel's Exhibit 4 for identification.

(The document above referred to was marked General Counsel's Exhibit 4 for identification.)

MR. JAHN: Let the record show that I am now showing Mr. Van Eyk a copy of General Counsel's No. 4.

THE WITNESS: Uh-huh.

Q (By Mr. Jahn) Mr. Van Eyk, is that the current agreement between the unions and the Association?

A This is the current master labor agreement, yes.

MR. JAHN: Mr. Examiner, I offer General Counsel's 4 into evidence.

MR. PHILLIPS: No objection.

TRIAL EXAMINER: I will receive it.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 4, was received in evidence.)

Q (By Mr. Jahn) Mr. Van Eyk, when did the negotiations for the 1963 agreement, General Counsel's Exhibit 4, begin?

A Approximately March of 1963.

Q And how long did those negotiations continue?

A Right up through the 14th of August.

Q Now, during that time that the negotiations were taking [17] place, did the Association ever notify its members of the status of the negotiations?

A Yes, sir.

MR. PHILLIPS: I would like to enter an objection. There is no foundation as to what Mr. Van Eyk's role was in the negotiations. Did he participate in the negotiations?

TRIAL EXAMINER: Why don't we find out about that?

Q (By Mr. Jahn) Mr. Van Eyk, did you participate in the negotiations for the 1963 contract?

A For the most part, yes, sir.

Q During those negotiations, did the Association notify its members of the status of the negotiations?

A Yes, sir, we did.

Q And could you tell us what dates—or what type of notification was given?

A Well, I can't reflect every particular one. However, there were two open meetings to which all accredited roofing contractors were invited for the purpose of discussing the negotiations. One was on the 21st of May and the other one was approximately the 13th of July—in the middle of the month of July.

TRIAL EXAMINER: And by the term "accredited roofing contractors", you mean whom?

THE WITNESS: We encompass the—I know—the three county area of accredited roofing contractors which included [18] our own regular membership.

Q (By Mr. Jahn) At any time during the negotiations, did the Association submit copies of the provisions that had been agreed upon up to that point to the members?

A Yes.

On July 27th, the Association again mailed to each accredited union roofing contractor in those three counties a mimeographed copy of the negotiations to date—those issues which had been agreed upon up to that point.

TRIAL EXAMINER: Could you tell me: Do you or do you not have authorization from all of your members for collective bargaining?

THE WITNESS: All regular members, when they belong to this Association, automatically give us their bargaining rights for the labor contract.

TRIAL EXAMINER: That was true at the time for your regular members?

THE WITNESS:- Yes, sir.

TRIAL EXAMINER: One other thing. You said that Strong Roofing had been a member of the Association for some years.

Could you give me a better idea of the period of time you are referring to?

THE WITNESS: Well—

TRIAL EXAMINER: Approximately.

THE WITNESS: The last membership application we have on file—in these files was dated November 19, 1960. [19] However, Mr. Strong had been our Association president some years prior to that.

TRIAL EXAMINER: So the membership of this firm antedated 1960; is that what you are saying?

THE WITNESS: Well, the most recent application I have—I would assume without going back through all of the records—I would assume that perhaps at one time he either dropped out and then was reinstated or the Association produced a new application form which they requested each one to fill out.

TRIAL EXAMINER: But in any event, this firm has been a regular member since 1960?

THE WITNESS: Yes, I believe so.

Q (By Mr. Jahn) Were the notices that you referred to earlier sent to or given to the Strong Roofing Company?

A They were sent to everyone on the accredited list including Strong.

Q Mr. Van Eyk, does the Association permit its members to bargain with the union on their own behalf?

A No, sir.

Q Are all members required to accept the contract negotiated by the Association?

A Yes, sir.

Q Did Strong Roofing at any time prior to—at any time during or prior to August, 1963, request to with-

draw its membership from the Roofing Contractors' Association?

[20] A Not to my knowledge.

MR. JAHN: I have no further questions, Mr. Examiner.

TRIAL EXAMINER: This request about the change in monthly dues, when was that made?

THE WITNESS: In the fall. The records will show it.

May I see that again, please?

MR. JAHN: Let the record show that the witness is looking at General Counsel's Exhibit No. 8.

THE WITNESS: We adjusted the dues in December, which encompassed November, December, October, so the effect—October 1st, the dues structure was changed or in effect was changed from a regular member to an associate contractor member.

TRIAL EXAMINER: But the request was made to December retroactively in October; is that what you are saying?

THE WITNESS: The request was verbal—by phone—I can't answer that in detail. I don't know exactly when it happened. I would assume it would be somewhere in there because the adjustment was made in December and it went back for three months.

TRIAL EXAMINER: You are assuming the request was made in December but it could have been as early as October?

THE WITNESS: It could have been in October or even last September. I should explain that.

Prior to January first of '64, I was the assistant executive director to my predecessor and so I didn't get [21] involved in each and every detail as deeply as I do now.

MR. JAHN: I have no further questions, Mr. Examiner.

CROSS EXAMINATION

Q (By Mr. Phillips) What was your position on the Joint Labor Relations—what is your position now on the Joint Labor Relations Board?

A I am a representative of the Association.

Q Could you explain what the Joint Labor Relations Board is?

A The Joint Labor Relations Board?

Q Yes.

A Yes, sir.

It is a part of the master labor agreement. It—it is set up as a—you might term "a grievance committee" to hear problems of a contractor or a union man who violates this particular—any portion of this particular agreement.

Q Well, is it fair to say that the general function of this committee is to administer this agreement during the term of the agreement?

A In a broad sense, yes.

Q It takes up problems that arise with respect to the agreement?

A This is right. As far as interpretation of contractual language, as well as hearing cases wherein a contractor or a union man has violated some portion of the agreement.

[22] Q Now, in August of 1963, what was your position with the Joint Labor Relations Board?

A I was assistant to the executive director at that time.

Q You were not a member of the Joint Labor Relations Board?

A No, neither was he. I am not a member of the Joint Labor Relations Board today. I am only there as a representative of the Association. The members of the Board per se, must be contractors and union or an equal amount of both.

Q Would you be aware of any correspondence directed to the Joint Labor Relations Board advising the Joint Labor Relations Board of intent to withdraw from the bargaining—well, from the bargaining unit?

A I'd have to go through the records. I sat in on the meetings of the Joint Labor Relations Board, but if you ask me to remember each detail I cannot.

Q To your knowledge, did the Joint Labor Relations Board receive a letter from Mr. Strong dated August 20, 1963?

A I believe they did.

Q Does the current agreement require a bond—

A Yes, sir.

Q —by the contractor?

What is the purpose of this bond?

A The purpose of the bond is to guarantee wages and fringe benefits.

[23] Q Now, did Mr. Strong, to your knowledge, request that the bond be—notify the Joint Labor Relations Board that he wanted to withdraw from the agreement and request the bond be returned to him?

A Yes, this was contained in that letter, as I recall.

Q Now, did the Joint Labor Relations Board comply with this request?

A As I read the minutes of that particular meeting, it was turned over to Mr. Baifer who was then executive director of the Association, for him to handle inasmuch as Strong had their bond with the Association.

Q Do you know whether or not the Association did return the bond to Mr. Strong?

A Yes, we did refund his bond to him.

Q At what time?

A His bond was cancelled on the 30th of September and it was refunded on the 3rd of January—the 30th of September, 1963, and the 3rd of January of January, 1964.

TRIAL EXAMINER: That was a cash bond he had on deposit?

THE WITNESS: He had a \$400 cash deposit with the Association for which we, in turn, bonded him for \$1,000, yes.

Q (By Mr. Phillips) And was this matter, to your knowledge, discussed at the Joint Labor Relations Board meetings?

A I don't recall it ever being brought up again at the Joint Labor Relations Board, no.

[24] Q Was it initially on the receipt of Mr. Strong's letter of August 20, 1963? Was it discussed at that time?

A (No response.)

Q Were you at the Joint Labor-Relations Board meetings about that time?

A Yes, I was attending those meetings, yes.

Q Was this request discussed at those meetings?

A As I say, the letter from Mr. Strong was read at that particular meeting and it was—according to the minutes—given over to Mr. Baier of the Association to handle from there.

Q Now, what is the status of an associate member?

A An associate member? An associate member is a manufacturer, wholesaler, or supplier of roofing products.

Q I am sorry, I will—

A An associate contractor member is what—we have that category for the non-union contractor members.

Q Could you identify this document for me?

A Yes, sir. This is our current list of the associate contractor members.

Q And does that show Mr. Strong as a non-union associate member?

A Yes, it does.

MR. PHILLIPS: I do not believe it is necessary to offer this in evidence.

On second thought, I think I will offer this in evidence.

[25] TRIAL EXAMINER: All right.

Any objection?

MR. JAHN: I have no objection.

TRIAL EXAMINER: It may be marked and received as Respondent's No. 1.

(The document above referred to was marked Respondent's Exhibit No. 1 for identification and was received in evidence.)

TRIAL EXAMINER: An associate member who is non-union does not have a bond?

THE WITNESS: That is correct.

Q (By Mr. Phillips) An associate member is not covered by the contract, is that correct?

A That is correct.

Q Now—

A An associate contractor member.

Q An associate contractor member, yes, I am sorry.

TRIAL EXAMINER: So the record will be clear, we are talking only about associate contractors and not—but not about the other associate contractor category.

Q (By Mr. Phillips) That is somebody outside that is a manufacturer or something?

A Right.

Q Now, you testified on direct examination with respect to the fact that all your regular members automatically gave you bargaining rights.

[26] What is that based on?

A Well, it is—first of all, it is part of the application—membership application which they sign. When they—when they sign the membership application to become members they agree to abide by the by-laws of the organization, and the by-laws specifically state that the powers for negotiating a master labor agreement are invested in the labor committee.

TRIAL EXAMINER: Which article of the by-laws?

THE WITNESS: It would be 9, sir.

[28] Q (By Mr. Phillips) Do you know whether or not the Association—don't answer this if you don't know—had a practice in 1963, and in the prior years in which contract negotiations were being held, of sending around a proxy or authorization statement to all members of the Association to sign?

A Not to the members of the Association, but to the non-members.

Q Well—

A In other words, all accredited roofing contractors who were not members of the Association. We have—at least during these last negotiations—requested a proxy.

Q Well, do you know whether or not these had been sent around to the regular members also?

A They had been sent to the regular members also just for their edification.

MR. PHILLIPS: Well, I move to strike the gist of the "edification." That is not responsive.

TRIAL EXAMINER: Mr. Jahn?

MR. JAHN: Well, I think the witness is testifying as to his knowledge of the situation and I think it should stand.

TRIAL EXAMINER: I will permit the answer to stand.

[29] Would you explain that reference to "edification"?

THE WITNESS: Yes, sir.

We try to keep our membership informed of everything we are doing within the Association in every category, and, therefore, copies of almost everything we do goes out in one form or another reaped into a bulletin form or in the manner that I speak of.

TRIAL EXAMINER: You say you sent them as proxies.

Do I infer there was no requirement that the proxies be mailed back?

THE WITNESS: There was no requirement on the part of the regular members to mail these back.

TRIAL EXAMINER: Were they or were they not, in fact, mailed back?

THE WITNESS: Some of them did mail them back, yes, sir. We have some signatures from people who already are members on proxy forms.

Q (By Mr. Phillips) Well, isn't it true, over a period of many years, that the Association did send out these authorizations to regular members each year and these members did—including Strong Roofing Company—did execute these authorizations each time?

A I cannot answer that. I don't honestly know.

Q Do you have in your files authorizations from Strong Roofing Company from prior years?

[30] A Not in this recent file. The only thing—you have the—

Q I have this application which I will return to you. Did you receive a subpoena duces tecum yesterday?

A Yes, sir.

Q Did that have on there a request for the authorizations?

A Yes, it did.

However, the files in the office are limited. We have a great deal of the files in storage.

Q Those authorizations were not available in the office?

A That is right.

TRIAL EXAMINER: You have brought everything that exists in the office?

THE WITNESS: Right.

Q (By Mr. Phillips) I think you have testified that Mr. Strong was accepted as an associate member of the Association in January, 1954, and has remained—

A In December of 1963. That is—at least that is when the records were changed for the dues.

Q Right, and has remained so up until September of 1964?

A Yes, sir.

Q What do the records now show?

A He has since cancelled his membership. We received a note from Mr. Strong, I believe, the end of August or possibly early September. I don't have that record either. It wasn't a registered letter. I wrote him on September 17, [31] 1964.

* * * *

[34]

H. P. BENNETT

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Jahn) Will you please state your name and address for the record, Mr. Bennett.

A My name is H. P. Bennett. My home address is 120, Apartment 15. That is a motel on Long Beach Boulevard.

My business address is 9700 South Main Street and, also, my mailing address.

Q Mr. Bennett, by whom are you employed?

A By Roofers Local 36.

Q And in what capacity are you employed by Local 36?

A Business representative.

TRIAL EXAMINER: I might state for the record that, at least as far as I know, this Mr. Bennett and I are not related.

Q (By Mr. Jahn) And what is the business address of Local 36?

A 9700 South Main Street, Los Angeles 3.

[35] Q Does Local 36 admit employees to membership?

A Yes, sir.

Q Do employee members of Local 36 elect officers of the organization?

A Yes, sir.

Q Does Local 36 deal with employers on terms and conditions of employment?

A Yes, sir.

Q Mr. Bennett, I will show you General Counsel's Exhibit No. 4 and ask you if you participated in the—or first, please take a look at that.

A Yes, sir.

Q Did you participate in the negotiations of that contract?

A Yes, sir.

Q And when were these negotiations completed?

A August 14th—completed, sir?

Q Yes.

A August 14th, 1963.

Q And when was the contract finally agreed upon?

A It was ratified on August 17th, 1963, by our membership.

Q Now, is General Counsel's 4 the first contract that Local 36 has had with the Roofing Contractors Association?

A Will you repeat that?

TRIAL EXAMINER: The reporter will read it back.

(Record read.)

THE WITNESS: No, sir.

[36] Q (By Mr. Jahn) For how long has local 36 been recognized by the Association?

A To my own personal knowledge, since 1958, when I transferred into the Local.

Q Has it been the practice of the union to have the individual contractor members of the Association sign the contract?

A Yes, sir.

Q And would you explain how this—what procedure was followed?

A By application which was for the information of the files, so that the contractor would fill out his address, telephone number, shop address, any changes, and an opportunity to name the working member of the firm, and so forth and so on.

TRIAL EXAMINER: What would the actual procedure be after the Association-wide contract was negotiated? Who would take the initiative on that?

THE WITNESS: The union would go to each and every contractor, explaining any questions that they might want to have, have him fill out the application and sign the agreement.

TRIAL EXAMINER: This would be the agreement—the Association agreement—the copy of the—

THE WITNESS: The master labor agreement.

TRIAL EXAMINER: You go to the individual with a copy [37] of the master agreement and ask him to sign it?

THE WITNESS: With a—along with an application, a new bond form and, in this case here, there was a new bond form. It was a new bond form that we apprised each contractor of.

TRIAL EXAMINER: And this would be a bond made out to whom?

THE WITNESS: To the Joint Labor Relations Board.

Q (By Mr. Jahn) Mr. Bennett, how long has this practice been followed by the union?

A To my knowledge, since 1954, when I—the first time I served on the negotiating committee.

Q Has Strong Roofing signed previous contracts which were negotiated by Local 36 and the Association?

A Yes, sir.

Q Was Strong Roofing requested to sign the current agreement, General Counsel's No. 4?

A Yes, sir.

Q When were they requested to sign that agreement?

A In the fall of—in the late fall of 1963.

Q Could you tell me where and by whom?

A To my knowledge—I can't tell you where. I assume that it was at his office by one of my assistant agents, Phil Sheridan.

MR. JAHN: Mr. Examiner, I ask the reporter to mark [38] these documents as General Counsel's Exhibits 5(a) and (b).

(The documents above referred to were marked General Counsel's Exhibits Nos. 5(a) and 5(b) for identification.)

MR. JAHN: These documents are entitled "Monthly Transmittal, Union Roofers' Trust Account."

Let the record show that I am presenting these documents to Mr. Bennett for his review.

Q (By Mr. Jahn) Would you look at those, Mr. Bennett?

Can you identify these documents, Mr. Bennett?

A Yes, sir.

These are transmittal forms for the fringe benefits set forth in the master labor agreement.

Q Who compiles these records—who prepares these forms?

A The contractor.

Q The contractor prepares them and does he submit them to your office?

A No, sir.

Q He submits them to the union?

A To the union trust account.

Q I see.

Are these records then kept in the normal course of your business?

A These are kept in the union roofers' trust account as trustees' records.

MR. PHILLIPS: Well, I see no one here who has kept

[39] these records and I am going to—I am not going to object.

Q (By Mr. Jahn) Does your Local receive copies of those transmittal forms?

A Yes, sir, we do.

Q O.K.

Do you recognize the signature which appears at the bottom of each of those forms, Mr. Bennett?

A I believe this signature is Mrs. Strong's.

MR. PHILLIPS: I object to that for foundation.

TRIAL EXAMINER: It seems to—

MR. PHILLIPS: We will stipulate that she signed them.

TRIAL EXAMINER: Both signed by Mrs. Strong; is that agreeable?

MR. JAHN: That is agreeable to me.

TRIAL EXAMINER: So stipulated.

* * *

[50] WILLIAM D. NUTTALL

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q (By Mr. Jahn) Would you please state your name and address?

A William D. Nuttall, 1536 East 82nd Street, Los Angeles, 1.

TRIAL EXAMINER: Spell your last name for the record.

[51] THE WITNESS: N-u-t-t-a-l-l.

Q (By Mr. Jahn) And by whom are you employed, Mr. Nuttall?

A Roofers Local 36.

Q In what capacity are you employed?

A Assistant representative.

Q Mr. Nuttall, I show you a copy of General Counsel's No. 4 and ask you if you have ever discussed that contract with Mr. Strong.

A Well, not exactly the contract, but I did contact Mr. Strong as to signing the contract, yes.

Q When did you ask Mr. Strong to sign the contract?

A Oh, it was in the month of April.

Q And where did this conversation take place?

MR. PHILLIPS: What year?

THE WITNESS: 1964.

TRIAL EXAMINER: That was your first contact—

THE WITNESS: That was my first contact with Mr. Strong.

Q (By Mr. Jahn) And where did this conversation take place?

A In Strong's—Mr. Strong's office.

Q And who did you talk to at that time?

A Mr. Strong.

Q And was there anyone else present?

A No, there wasn't.

Q And what was said at that time, to the best of your [52] recollection?

A I asked Mr. Strong about signing the contract and he said that they—thinking things over, it did not seem that it would be feasible for him to sign the contract and we talked about why it should not be feasible.

Q What exactly did you talk about—what did you say?

A Well, he showed me in the telephone book the number of the contractors that were non-union—that he felt it was hurting his business—and that he would rather go non-union rather than sign it—sign up with the locals. We just—

TRIAL EXAMINER: Are you talking specifically about signing this contract which is in evidence, G.C.'s 4?

THE WITNESS: That is right.

* * * * *

[58] JOSEPH T. STRONG

the witness on the stand at the time of recess, resumed the stand and testified as follows:

TRIAL EXAMINER: You are already sworn, Mr. Strong.

DIRECT EXAMINATION

Q (By Mr. Phillips) What is your name and address?

A Joseph T. Strong, 400 East Live Oak Avenue, San Gabriel.

Q What is your business, Mr. Strong?

A I am in the roofing and insulating contracting business.

Q What position do you hold in that business?

A I own the business.

Q You own the Strong Roofing and Insulating Company?

A Yes, sir, that is right.

Q How long have you been in the roofing business?

A Since 1982.

Q Have you confined your operations primarily to one geographical area?

A Yes, I have.

Q And have you confined your operations primarily to one particular type of job?

[59] A Yes.

Q What type of job is that?

A Composition roofing and some tile roofing—mostly composition roofing.

Q On residences or commercial—

A Residences and some commercial.

Q Has it been primarily residential jobs?

A Yes, sir.

[66] Q (By Mr. Phillips) Did you seek to withdraw from the—well, to terminate the agreement and to withdraw from the multi-employer unit at a later date?

A I did.

Q When was that?

A On the 22nd or 21st day of August, 1963.

Q And how did you do that?

A I mailed a letter to—this time registered—to the Joint Labor Relations Board of Local 86.

Q Is this a copy of that letter?

A It is.

Q This was a registered letter?

A Yes.

MR. PHILLIPS: I would like to offer this into evidence as Respondent's No. 8.

TRIAL EXAMINER: Any objection to this?

MR. JAHN: No objection, Mr. Examiner.

TRIAL EXAMINER: I will receive it.

(The document above referred to was marked Respondent's Exhibit No. 8 and was received in evidence.)

Q (By Mr. Phillips) Will you please explain to the Trial Examiner what you intended to do in writing this letter and [67] why you used this particular language.

MR. JAHN: Mr. Examiner, I object to that. Wouldn't the letter speak for itself in this case?

TRIAL EXAMINER: Well, it speaks for itself. However, I will permit you to ask him why he used certain language.

MR. PHILLIPS: Thank you.

THE WITNESS: May I see it so I can refresh myself?

TRIAL EXAMINER: Or if he had any reason for using particular language.

MR. PHILLIPS: Right.

THE WITNESS: The language which I thought was correct was in—that I referred to the article—to "that article in the master agreement dated August 15, 1963, to and including August 15, 1967, pertaining to the termination of the master contract."

I was under the impression that that article—assuming it was similar to the previous master agreement which had expired—indicated that I was able to terminate my connections with the union.

Q (By Mr. Phillips) Well, let me show you Article X of that agreement.

Is that the article you are referring to?

A I did not have this book at that time. I had the other, old book.

Q But it was a termination article?

[68] A It was a termination article, yes. I don't know the number of the article.

Q What was your understanding of what that termination article provided?

A That if the parties involved gave each other a 60-day notice that they could terminate any time within the—in this case, within 60 days of their termination of the contract which is on August 15, 1967. That was my interpretation of it.

Q Well, it says—

A I did it in good faith.

Q It says, "Not less than 60 days."

Did you interpret that to mean you could do this right after the start of the contract?

A In reading it and in interpreting that section, I thought it meant that any time prior to 60 days—prior to 60 days of the termination of the contract, that I could write this letter and be terminated, yes.

TRIAL EXAMINER: This was—you are talking about the 1963 to 1967 contract in this letter?

THE WITNESS: At that time I didn't have that one in front of me. I did not know which article it was, but I am talking about whatever article pertains to the termination in the agreement.

Q (By Mr. Phillips) How did you know that agreement was [69] in effect—the 1963 to 1967 agreement?

A I had been receiving bulletins from the Roofing Contractors Association.

Q Now, did you continue to comply with the agreement for 60 days after that letter?

A Yes.

Q Did you receive any reply from the Joint Labor Relations Board, or the union, or the Association during the next 60 days?

A I did not.

Q What action did you take at the end of the 60 days?

A At the end of 60 days we operated as a—not having received any communications one way or the other, we assumed—we ran short on work, so consequently there were no union roofers left on the payrolls at that time. We operated as—from there on in—as a non-union operating company.

TRIAL EXAMINER: If I follow you correctly—and tell me if I am in error—you were under the impression that you could give a 60-day notice as of August 20, 1963?

THE WITNESS: I am in error as to the date I wrote it. I should have made it earlier. I realize—

TRIAL EXAMINER: But you did write this—

THE WITNESS: I did.

TRIAL EXAMINER: If I follow your position correctly, it is that as of the time you wrote this August 20th letter, [70] you believed you could give a 60-day notice and terminate the contract, is that correct?

THE WITNESS: According to my reading, I interpreted you could do it any time before the termination of the contract which is in 1967.

TRIAL EXAMINER: A 60-day notice as of August 20 would terminate the contract?

THE WITNESS: That is right.

I had that experience—

TRIAL EXAMINER: No, no. You answered my question.

THE WITNESS: All right.

Q (By Mr. Phillips) Now, referring to Respondent's Exhibit 3, I notice in the second paragraph thereof you refer to the deposit for the bond and requested the return of the bond deposit.

Was this bond deposit, in fact, returned to you?

A Yes, it was returned.

Q When?

A In January, 1964.

[72] Q Now, did you personally receive any—yourself—receive any communications from the union at all after August 1963?

A I did in April of 1964.

Q Could you explain the circumstances of that communication, telling who communicated with you?

A Mr. Nuttal came to my office on April 24, 1964, and asked [73] me to sign the master agreement currently in effect. I said, "No," that I could not do it for economic reasons. He asked me again if I would sign it, and I said I could not. He mentioned that he was apt to pull the men

that I was using on the United States Rubber job—or picket the job, rather. He would picket the job if I didn't sign it—that contract which is the current master labor agreement.

Q Well, did he state at any time that you were bound by that agreement?

A No, he did not.

Q How did this meeting with Nuttal come about? Did you receive any prior telephone calls?

A Yes, Mr. Nuttal called me the day before asking for an appointment.

[78] TRIAL EXAMINER: I would like to ask you a question.

Now, we have in evidence these payments that were made on September 24th and October 15th, 1963, by Mrs. Strong.

Were you familiar with the fact that those payments were made?

A Yes, sir.

[81] Q (By Mr. Jahn) Did you give an affidavit to the Board, Mr. Strong?

A Pardon?

Q Did you give an affidavit to the Board on this case as to the facts of this case?

A I did.

Q Did you swear at the time you gave that affidavit that it was true?

A To the best of my knowledge, if you'll read it.

MR. PHILLIPS: I am going to put on evidence with respect to other communications with Mrs. Strong.

[82] MR. JAHN: Mr. Examiner, I request that the reporter mark this document as General Counsel's Exhibit No. 6.

(The document above referred to was marked General Counsel's Exhibit No. 6 for identification.)

Q (By Mr. Jahn) Mr. Strong, I show you General Counsel's Exhibit No. 6 and ask you if this is your signature that appears on the last page—on page 8 of that?

A Yes, sir.

Q And are these your initials that appear on each sheet—

A Yes, sir.

Q —each of the preceding sheets?

A That is true.

Q O.K.

Would you please read here beginning on page 2—at the bottom of page 2—and I ask you to read that aloud.

A "In late October, 1963, after I had submitted the above letter to the Joint Board, a Mr. Bennett, an agent of Local 36, came into my office and spoke to my wife. I was not present at the time.

"Bennett presented my wife with a copy of the union contract which became effective August 15th, 1963, and asked her to sign it.

MR. PHILLIPS: I don't see the relevance of his reading this section.

MR. JAHN: It is relevant in that it is the only way it [83] is going to make sense to the later section of this paragraph.

TRIAL EXAMINER: Go ahead.

THE WITNESS: "She informed Bennett that we had requested to withdraw from the Association and we had received no response. She told him she would consult with me that evening and call him the following day."

TRIAL EXAMINER: I assume that what you just stated is based upon what your wife reported to you?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: Next question.

Q (By Mr. Jahn) Now, proceeding to page 4. Would you read this paragraph starting with, "The next . . ."

A "The next thing that I recall happening is that another agent of Local 36, a Mr. Nuttal, came to my office and again asked me to sign the contract. This occurred in December, 1963.

"I refused to sign the agreement. I told Nuttal the same thing I had told Bennett."

Q Do you recall that incident now, Mr. Strong?

A I recall that—it is a bit in error in that Mrs. Strong at that time was also there instead of myself. I'd like to correct it, if you don't mind.

Q But the date is correct?

A He didn't in December—I don't recall that—the date in December is on there, but he did call in December—[84] but he didn't—I was not—

MR. PHILLIPS: You were not there?

THE WITNESS: I did not see the gentleman there.

TRIAL EXAMINER: In December, he saw Mrs. Strong and she so reported to you?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: By the way, what is Mrs. Strong's connection with the business?

THE WITNESS: She is my wife and she has been managing the office ever since we were married until 1958, when she took a leave until 1962, and she has been at it since that time.

TRIAL EXAMINER: She manages the office for you?

THE WITNESS: Yes, sir.

MR. JAHN: Mr. Trial Examiner, as a point of clarification, I believe the record shows that when he read the affidavit he—it indicated the union agent contacted his wife in August and contacted Mr. Strong in December of 1963.

TRIAL EXAMINER: In any event, he now states that the December contact was to Mrs. Strong.

Is that correct?

THE WITNESS: It is, sir.

Q (By Mr. Jahn) Did he also—did the union agent also contact Mrs. Strong in August?

A October.

[85] Q Or October, I am sorry.

A Yes, sir.

Q So he contacted her on two different occasions?

A Yes, sir.

Q Each time asking her to sign the contract?

MR. PHILLIPS: I think—

TRIAL EXAMINER: That has been asked and answered already.

MR. PHILLIPS: Mrs. Strong is going to testify.

[87] MR. JAHN: Mr. Examiner, can I offer this affidavit into evidence—Mr. Strong's affidavit into evidence?

MR. PHILLIPS: I object to it.

TRIAL EXAMINER: You are offering that portion that he read?

MR. JAHN: Yes.

MR. PHILLIPS: It is in the record. He read it in the record.

TRIAL EXAMINER: As a practical matter, if the record already indicates what it contains there is nothing to be gained by having the affidavit physically in. However, I will consider the extract in the record as though the affidavit were in evidence.

I gather that is all, Mr. Jahn?

MR. JAHN: Yes, I have nothing.

MR. PHILLIPS: I would like to call Mrs. Strong. Whereupon,

MRS. JOSEPH T. STRONG

was called as a witness by and on behalf of the respondent and, having been first duly sworn, was examined and testified as follows:

[88] DIRECT EXAMINATION

Q (By Mr. Phillips) What is your position with Strong Roofing Company?

A I am the wife of the owner.

Q And how long have you held that position? How long have you been connected with the firm?

A Thirty years.

Q Do you handle all the purchasing and so forth?

A I do.

Q Could you state whether or not the extent of the total purchases from any source of suppliers and other materials used in connection with the Strong Roofing Company business during the last fiscal year exceeded \$50,000?

A No, sir.

Q It did not so exceed?

A No, it did not exceed.

Q Now, I would like to show you General Counsel's Exhibit 5(a). This is a trust account. Did you prepare that trust account and send it in to your trustees?

A I did.

Q Have you, subsequently to that, prepared any further trust accounts?

A I have.

Q I mean after that date?

A No.

Q Is that the last one that you sent in?

[89] A That's right.

* * * * *

[90] Q (By Mr. Phillips) Now, Mrs. Strong, do you recall whether a representative of Local 36 came to your office in the fall of 1962?

A Yes, sir.

Q Do you recall the date?

A I couldn't recall the date exactly; except I can say it was probably around the 18th to the 20th of October.

Q Who was the union representative?

A Mr. Sheridan.

Q And would you please tell the Trial Examiner, as closely as you can remember, exactly what happened in that conversation—what was said.

A He came in the office and he said that he had come for [91] us to sign the new master agreement, and I said, "I am sorry, Mr. Sheridan," that Mr. Strong had sent a letter in to the effect that he was not going to re-sign, and I asked him if he had not seen it or known of it, and he said, "No," he didn't, and he said, "How come?" And he said, "I hate to see you drop out," and I said, "We hate to drop out." And I said, well, I would talk to Mr. Strong that evening to see if, by any chance, he had reconsidered, and that I would either call him or he would call me—which he called me the following day, and I told him that I was sorry, Mr. Strong was remaining firm in his belief.

Q Did you receive any—did you have any further meetings with Mr. Sheridan?

A Yes.

On the morning of December the 10th I met with Mr. Sheridan in our office with our salesman.

Q How was that meeting arranged?

A I believe that Mr. Sheridan had talked to our superintendent.

MR. JAHN: Which year?

MR. PHILLIPS: December 10th—

Q (By Mr. Phillips) December 10th of what year?

A Of 1963.

MR. JAHN: And what was the October date?

Q (By Mr. Phillips) What was the October date?

[92] A I believe it was around the 18th to the 20th of 1963.

MR. PHILLIPS: I think that was in the record.

Q (By Mr. Phillips) Now, could you describe, as closely as you can remember, the convention that took place on December 10th between you and Mr. Sheridan?

A Yes.

Mr. Sheridan came in the office and he talked with—well, Mr. Smith, Sr., and Mr. Smith, Jr., and Mr. Moore and myself, and asked us to re-sign the agreement, and he said, "Mrs. Strong, if you don't sign it, I am going to have to pull your men—", "—my men." He said, "my men," and I said, "I am sorry, Mr. Sheridan, but at the present time I don't have any union men," that both Mr. Smiths had taken a withdrawal from the union and that Mr. Smith, Sr., was studying for a roofing contractor's license, and the two of them were going into business for themselves, which they have done.

[93] Q (By Mr. Phillips) Did Mr. Sheridan, in either of these meetings, state that you were bound—you were required to sign that agreement?

A No, he did not. I simply said that I was sorry and that maybe at some future day—

Q Right. O.K.

GENERAL COUNSEL'S EXHIBIT #2

BY-LAWS
ROOFING CONTRACTORS' ASSOCIATION
OF SOUTHERN CALIFORNIA, INC.

ARTICLE I

NAME:

The name of this corporation shall be the "Roofing Contractors' Association of Southern California, Inc."

ARTICLE II

PURPOSE:

- A. The purpose for which this corporation shall exist shall be to aid and assist its members and the Roofing Industry as a whole in matters relating to industrial, educational, social, community interests, labor relations, union contracts and other activities which may be determined by the Board of Directors to concern primarily members of this Association and the Industry in which they are engaged.
- B. To reach a more complete understanding and a more uniform trade relationship between employer and employee and to promote the general welfare for the mutual interest and benefits of all concerned *within legal limits*.
- C. That its objectives either as principal or as agent be such as authorized by law for non-profit corporations organized for purposes other than and not contemplating pecuniary profit and gain.

ARTICLE IX

LABOR COMMITTEE:

The duties of the Labor Committee shall be to promote amity between the members and their employees; to act as a Committee to negotiate labor contracts with unions covering wages, hours, working conditions and any other

terms deemed necessary and proper. Each and every regular member shall recognize the Association, its counsel, and each of its duly selected labor committees as the member's exclusive bargaining representatives for negotiating, reaching, agreeing to abide by, and/or signing any and all collective bargaining agreements with labor unions. No member or members shall engage in any such conduct individually or collectively by any means whatsoever other than through said exclusive representative action. Such labor contracts negotiated by the Committee for and on behalf of the Regular Members of the Association shall be at least two (2) years but not exceed five (5) years duration, subject to the conditions herein set forth, without approval of the Board of Directors. No member or members shall carry on any Roofing, Damp or Waterproofing work during any period when the Association Labor Committee shall have declared an Association Wide lockout or shall have declared a strike against one or more contractors to be a strike against all contractors, and such ceasing of such Roofing, Damp and Waterproofing work shall continue until the non-working period shall be officially declared by the Labor Committee to be at an end. Any such labor contract negotiated by the Committee shall be binding upon the Regular Members of this Association separately and collectively, but shall not impose any individual liability or obligation upon any separate member for the breach of any such labor contract by any other member. When the Labor Committee is constituted for the purpose of negotiating labor contracts with the Union, said Committee shall consist of not less than three (3) members. This Article shall not be considered to be binding on any Associate or Associate Contractor Members.

* * * *

9

MONTHLY TRANSMITTAL
UNION ROOFERS TRUST ACCOUNT

7638
AUG

EMPLOYER'S NAME and ADDRESS (Please Type or Print)

Data

**This transmittal Covers ALL
Payroll for Month Ending**

Set No. _____

Make Checks Payable To:

UNION ROOFERS TRUST ACCOUNT

[illegible]

If no man are employed during a payroll period, submit a form marked "NONE" so shop will not be carried as delinquent. List names of EMPLOYERS covered by health and welfare at end of employee list.

Signature of person preparing this form

OCT 3 1963

MASTER LABOR AGREEMENT

By and Between

**Roofing Contractors' Association
of Southern California, Inc.**

**Roofing Contractors Association
of Orange Co., Inc.
and
OTHERS**

and

Locals No. 36 and No. 72

**of the
United Slate, Tile and Composition
Roofers,
Damp and Waterproof Workers
Association,
Representing the Geographical
Area of Los Angeles,
Ventura and Orange Counties**



**August 15, 1963 to
12:01 A.M.
August 15, 1967 Inclusive**



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PREAMBLE

We, the Members of the time-honored Roofing Arts, Trades, and Crafts, for the purpose of insuring the unimpeded flow of labor, under fair, just and equitable conditions, and for the purpose of stabilizing the Roofing Industry therefore this AGREEMENT is made and entered into effective the 15th day of August, 1968, by and between the ROOFING CONTRACTORS' ASSOCIATION OF SOUTHERN CALIFORNIA, INC., ROOFING CONTRACTORS' ASSOCIATION OF ORANGE COUNTY, INC. (for and on behalf of its members and those firms who have executed authorizations for the Association to represent them in labor relations) and such other persons, firms or corporations as may become parties to this Agreement, and LOCALS NOS. 36 and 72 of the UNITED SLATE, TILE AND COMPOSITION ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION, affiliated with the AFL-CIO.

Bargaining Representatives

That the CONTRACTORS hereby recognizes the UNITED SLATE, TILE AND COMPOSITION ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION, namely Locals No. 36 and No. 72, representing the geographical area of Los Angeles, Ventura and Orange Counties, as the sole and exclusive bargaining representatives under the terms of this Agreement. The UNIONS hereby recognize the ROOFING CONTRACTORS' ASSOCIATION OF SOUTHERN CALIFORNIA, INC. And ROOFING CONTRACTORS' ASSOCIATION OF ORANGE COUNTY, INC., as the sole and exclusive bargaining representatives for its Members and such OTHERS of the Roofing Contractors of Los Angeles, Ventura and Orange Counties as these Associations are authorized by this Agreement and/or by law to represent, under the terms of this Agreement.

ARTICLE I

Scope of Jurisdiction

1. This Agreement shall cover the application of all roofing, waterproofing, slate, tile, asbestos (rigid), as-

bestos and composition siding and roof insulation materials which shall include but not be limited to the following:

All slate of any size, shape, color or material, including flat or promenade slate when used for roofing or siding.

All tile of any size, shape or color, and in any manner laid including flat or promenade tile when used for roofing or siding.

All asbestos shingles or asbestos of any size, shape or color, and in any manner laid when used for roofing or siding.

All cementing in, on or around the said slate, shingle or tile;

All laying of felt, paper or any other types of waterproofing beneath the above mentioned work;

All dressing, punching and cutting of all slate, shingles or tile on job site.

All operation of slate, shingle or tile cutting or punching machinery on job site.

Any substitute or new material used for roofing and waterproofing purposes.

All removal of any type of roofing where a roof is to be relaid;

All kinds of asphalt and composition roofing;

All asphalt and mastic when used for damp and waterproofing purposes;

All prepared paper roofing;

All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating;

All damp resisting preparations when applied with a mop, three-knot brush, roller, swab or spray system in or outside of building;

All damp course, sheathing or coating on all foundation work;

All tarred floors;

All laying of slate, tile asbestos shingles, and asbestos when laid in pitch, tar, asphalt, mastic, marmolite, or any form of bitumen;

All precast reinforced concrete slabs for roofing when pointed up with or laid upon any preparation of asphalt, roofing cements, or other mastics, on roofs, flat or otherwise;

All hot mastic floor laying;

All bitumastic enameling, pipe wrapping and other rust proofing;

All Thikol, Vinyl and Neoprene and any other plastics used for roofing and waterproofing;

All cleaning up, recoating and protective coating of any type of roof;

2. All roofing materials at the job-site shall be loaded by employees covered under the terms of this Agreement.

3. All of the Work mentioned above and all other work that comes under the jurisdiction of Roofers and Waterproofers shall be done by employees covered by this Agreement.

4. All job site equipment (including motorized equipment) used for the handling of roofing and waterproofing materials as listed above shall be under the jurisdiction of the Roofers and Waterproofers and will be run by employees covered by this Agreement.

5. All work mentioned or implied above shall be and is a first assignment of said work to Roofers and Waterproofers covered by this Agreement.

6. Composition Shingles may be installed under this contract.

ARTICLE II

Definitions

The following will be definitions of words, terms or phrases used in this Master Labor Agreement.

A. *Apprentice*: Means one who is learning the roofing trade and who is indentured under the State and Federal Apprenticeship Standards as hereinafter provided.

B. *Contractor-Employer*: Means one who hires, controls and/or directs another and pays wages and complies with all requirements as set forth in this agreement.

C. *Discharged*: Means termination of employment.

D. Employee: Means one who works for another for wages and is in such a relation to the other person that the latter may control the work of the former and direct the manner in which it shall be done.

E. Enameler, Protective Coating Worker and Pipe Wrapper: Means a man who prepares surfaces and applies protective coating, bituminous or otherwise, to pipes, conduits, surfaces and articles.

F. Foreman: Means a Roofing Journeyman who has the Contractor's work order and is appointed by the Employer to supervise other Roofing Employees and their work and is responsible for the proper execution of the work, the satisfactory completion of the work, and is to account for all equipment and material on the job, and shall keep an accurate record of all time worked by men under his supervision.

G. Free Zone: Means a geographical area within which an Employee is not paid for travel time.

H. Job Site: Each place at which roofing work of any type is being performed.

I. Journeyman Roofer: Means an employee who has completed his apprenticeship training on roofing and waterproofing work or who has qualified by an approved examination.

J. Just Cause: Means failure of any Employee to practice his craft or perform his labor in a workmanlike manner according to the accepted rules, as interpreted by the Joint Labor Relations Boards.

K. Lay-Off: Means suspension of employment of the Employee by the Employer for an indeterminate time.

L. Regular Employee: Means one who has worked for a contractor for wages at least sixty (60) working days during the previous six (6) month period.

M. Roofer: Means an applicator of Slate, Tile, Asbestos and Composition shingles, built-up roofing or of any product which is or may be used for roofing, except those Employees who apply wood and/or metal shingles.

N. Shop: Means regularly established place of business as provided in ARTICLE III, SECTION C of this Agreement.

O. *Shingle or Sider*: Means an employee who applies any type of shingles or siding, other than wood or metal, to the exterior of any structure.

P. *Slowdown*: Means a deliberate lessening of production output by Employee or Employees as a result of a labor dispute.

Q. *Starting Time*: Means the time when the Employee must be prepared to commence work.

R. *Steward*: Means an Employee appointed by the Unions to represent the Unions on a job or in a shop.

S. *Strike*: Means authorized cessation of work by the Employee or Employees as a result of a labor dispute.

T. *Sub-Foreman*: Means one who works as a sub-foreman under the supervision of the Foreman having the Contractor's work order.

U. *Tools*: Personal tools means hammer, cutting knives, tin snips, trowels, tile pick, hard hats and proper shoes or any other tool, instrument or implement used by one hand needed to do his work, and said tools must be in the possession Employee when reporting for work.

V. *Union Membership*: Means Membership in any Union affiliated with the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association within the geographical jurisdiction of Locals Nos. 36 and 72.

W. *Working Member*: No more than one member of the firm who must be designated on the application at the time this contract is signed by the firm may work on the job site.

X. *Work Stoppage*: Means an unauthorized cessation of work by Employee or Employees as a result of a labor dispute.

ARTICLE III

Contractor's Eligibility

A Contractor shall be any person, persons, firm or corporation engaged in the application of roofs, damp-proofing and/or waterproofing and all other activities as set forth in Article I of this Agreement and he shall be eligible to execute this Agreement providing he meets the following conditions:

A. Be the holder of a current C-39 License as issued by the Contractor's State License Board of the Department of Professional and Vocational Standards of the State of California. The holder of the license must execute this Agreement, together with the owner or principal officer of the company, if they are not one and the same as the holder of the license.

B. Carry full Workmen's Compensation, Public Liability Insurance, Property Damage Insurance, proper governmental registration numbers to operate as a contractor and shall submit certificate of said insurance and governmental registration numbers to the Joint Labor Relations Board to be kept on file with that Board. He must operate and maintain a recognized place of business.

C. A recognized place of business is hereby defined as: A place which has a telephone on the premises listed in the name of the licensee, and said place is located in a zone permissible for the operation of said business as required by the laws and ordinances of the area in which said business or shop is located, and has a company sign visible from the street with lettering not less than six inches in height; a place from which men are sent to the job site, a place to change clothes and safely store employees' tools and sanitary facilities on the premises; a place from which employees and equipment are dispatched and a place where all materials as per ARTICLE I shall be regularly stored.

All necessary records to conduct a business including the writing and issuing of payroll checks. Complete payroll records will be kept.

D. No more than one roofing company shall operate from the same premises unless authorized by the Joint Labor Relations Board.

E. Contractor shall be required to post an indemnity or cash bond in the minimum amount of \$1,000.00, as described in ARTICLE IV and same shall be deposited with designated Trustee.

ARTICLE IV

Bonds

A. A contractor shall have the option of choosing one of the following types of bonds which shall be recognized as complying with the terms of this agreement: Individual Cash Bonds, Individual Surety Bonds, Roofing Contractors' Association group Surety Bond, or any other Joint Labor Relations Boards approved Group Surety Bond.

B. Any bond written and given to the Joint Labor Relations Board or their designated Trustee in compliance with the terms of this agreement shall be in the minimum amount of \$1,000.00. However, when a signatory Contractor issues a non-negotiable check in payment of wages, subsistence, fringe benefits or other remuneration to employees covered by this agreement, and same is not made good within 24 hours from time of issuance, in addition to being in violation of Section 203.1 of the State Labor Code, he will also be subject to the following action by the Joint Labor Relations Boards. At its discretion this Board may require additional bond indemnification up to \$1,000.00 for each offense, not to exceed \$3,000.00 in total indemnification. Failure to provide additional indemnification within five (5) days as outlined above will be cause for immediate removal of all employees covered by this Agreement.

C. As an alternative the Joint Labor Relations Board is authorized to require a delinquent Contractor in addition to his present bond, to post with designated Trustee a cash or surety bond in an amount equivalent to not less than double the average monthly contributions made to all Funds for the preceding year by said Contractor and said cash or surety bond shall be used to guarantee continued future contributions to the Funds and to assure against future delinquencies by said Contractor.

D. The Joint Labor Relations Boards as set forth in Article VII hereof may assess a bond for any delinquency (1) of payments for wages, subsistence, and other remuneration to the Employee (provided that a written claim therefor is filed with the Joint Labor Relations

Boards within (30) days after the date when due), that are due, payable and unpaid to employees; (2) of payments of fringe benefits past due to the Union Roofers Trust Account, and (3) for liquidated damages and assessments in whole or in part for violation of the terms and conditions of this Agreement.

E. The bond of the individual contractor and the bond of any recognized Association, or any other bond, shall at all times be maintained in the full amount hereinabove set forth, for each contractor. Said Bond shall indemnify employees of the signatory contractors with regard to payment of wages, fringe benefits, subsistence and travel time as set forth in this Agreement and other remuneration to the employee and shall further indemnify the employees and the Trust Funds with respect to payments required to be made by the signatory contractors to all of the Trusts that are a part of this Master Labor Agreement, and for any liquidated damages or assessments that may become due under this contract or are levied by the Joint Labor Relations Boards as set forth in this Agreement.

F. All Bonds, Surety or Cash, shall also indemnify all employees of all signatory contractors to the Joint Labor Relations Board for payment of all wages, fringe benefits, subsistence payments and other remuneration to the employees or travel time that may become due to signatory contractors' employees, whether they be under the jurisdiction of Locals 36 and 72 (the Signatory Unions) or other Roofing Locals in other geographical areas within the State of California, when a signatory contractor is performing work in such other geographical area. Such indemnification amounts that may become due and remain unpaid shall, upon written notice presenting satisfactory proof of same by the Local Union in the area where the work was performed, be assessed against the signatory contractor's bond by the Joint Labor Relations Board and be forwarded to that Union for payment to the men and/or Trusts concerned. This Section F shall be effective only when there exists a reciprocal agreement to the same effect between this Joint Labor Relations Board and the Joint Labor Relations Board, Joint Conference Board or

by whatever name the Collective Bargaining Agreement's administrative body for such other geographical area is called.

G. 1. *Individual Surety Bond*—The surety shall bind itself to pay any assessments made by the Joint Labor Relations Board on any signatory Contractor for items covered in Section E & F above, after a hearing and vote as provided in ARTICLE VII herein up to the full amount of the bond currently in effect for obligee.

2. *Association or Group Surety Bond*—In lieu of the individual surety bond hereinabove provided for, any approved roofing contractors' association of twenty (20) members or less, recognized as such by the Joint Labor Relations Board, may post a minimum group bond of \$10,000.00 to indemnify the employees of their specified members individually to a liability of \$1,000.00 per member. For each additional four (4) members, or fraction thereof, in excess of twenty (20) such group bond shall be increased by \$1,000.00. Any Association availing itself of this option shall provide a list of all its members who are covered by said bond to the Joint Labor Relations Boards and shall keep such Boards advised as to any deletions or additions at least every thirty (30) days. A revised list showing the current members covered shall be provided the Joint Labor Relations Boards on each anniversary date of this Agreement. The surety for any such group bond shall likewise bind itself to pay any assessments made by the Joint Labor Relations Boards for all items covered in Sections E & F above after a hearing and vote as provided in ARTICLE VII hereof up to the basic minimum \$1,000.00 penal sum per employer as set forth herein. If any additional indemnification is required as set forth in ARTICLE IV, SECTION B, it shall be provided in a separate individual bond by the signatory contractor.

3. *Cash Bond* (a) A cash bond in the minimum amount of \$1,000.00 or such additional amounts as may be fixed by the Joint Labor Relations Boards under certain circumstances as set forth herein above, maybe deposited with the designated trustee of the Joint Labor Relations Board in lieu of a surety bond.

(b) Such cash bond shall be subject to levy by the Joint Labor Relations Board for any assessments made by this Board on any signatory contractor for items covered in Sections E & F above after a hearing and vote as provided in ARTICLE VII hereof up to the full amount of such bond.

(c) Said cash bond principal amount, once deposited, shall be refunded only when this Agreement has been terminated or 90 days after a written application to the Joint Labor Relations Boards has been accepted presenting satisfactory proof to them that the Contractor is no longer contracting work within the jurisdiction of any local Union signatory hereto.

(d) The Trustee shall have the authority to deposit all of, or any part of said funds, as received, in a Savings and Loan Association or a Commercial bank account, together with funds from other Contractors, or the Trustee shall have the authority to invest not more than 75% of said funds, together with funds received from other contractors, in United States Government Bonds, Certificates of Deposits or such other investments approved for Trust Funds.

4. THE UNION ROOFERS TRUST ACCOUNT shall collect all income received by reason of bond assessments, interest or otherwise derived from the investment or deposit of said cash bond funds. The income shall first be applied to the payment of expenses of administration of the Joint Labor Relations Boards and secondly to the payment of taxes of all kinds, and any balance of income shall be retained by the UNION ROOFERS TRUST ACCOUNT. The depositing Contractor or Association shall pay any taxes levied on his proportionate share of said funds, if any.

5. The refund of the Contractor's deposit upon direction of the Joint Labor Relations Boards shall be less all assessments and levies on the principal authorized by the Joint Labor Relations Boards under the procedures set forth in this contract.

6. In the event a Contractor who does not have an established place of business within the geographical jurisdiction of this Agreement, performs work covered by

this Agreement in the geographical jurisdiction covered by this Agreement, he shall not be required to furnish the bond required by this Agreement provided that the Union, Joint Labor Relations Board, Joint Conference Board, or other similar administrative agencies in the jurisdiction where said Contractor has his principal office, has a reciprocal agreement with the Joint Labor Relations Board established by this Agreement according signatory Contractors to this Agreement the same privileges regarding the furnishing of a bond as set forth in this section.

ARTICLE V

Union Recognition—Hiring—Discharging

All signatory Contractors hiring employees shall abide by the terms of this Section with regard to the provisions set forth hereinafter.

1. The exclusive bargaining rights shall be vested in the signatory parties to this Agreement up to and including August 14, 1967, and any extensions and renewals thereof.

2. In the event a Contractor is in need of employees in addition to those currently in his employment, he shall use the appropriate Union Hiring Hall as the exclusive source of employees, save and except as hereinafter set out.

3. That the Local Unions shall upon demand refer to the Contractors the called for number of available qualified, competent and skilled workers of the skills demanded.

4. The Unions shall provide hiring halls as the exclusive source of employees.

(a) All employees shall have been assigned from a recognized hiring hall.

(b) No employees shall transfer from one company to another.

(c) An employee who is defined as not in good standing shall be laid off within twenty-four (24) hours upon written notification by the Union.

5. That the Contractors shall give reasonable advance notice to the Local Union of their demands for employee referrals, said notice to be oral or written.

6. That the Contractors, when no employees are available through Local Unions within twenty-four (24) hours (after giving notice as set out in Section 5 above), may procure workmen from other sources.

7. That the Contractors shall have the right to reject any referred employee, provided however, that said rejected referred employee shall be paid by said rejecting Contractor at the wage rate set out herein, for a four (4) hour period as show up time. Any employee dispatched from the hall before 8:30 shall be paid from the regular starting time.

8. In the event that hirings are made under Section 6 above, the Contractors shall within twenty-four (24) hours, report in writing to the appropriate Local Union each such hired workman by name and Social Security number.

Contractor shall provide the job foreman with same information at the time of the starting of said employment.

9. The Union Hiring Halls shall be conducted in the following manner:

(a) Without reference to rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of union membership, policies or requirements or lack of union membership.

(b) Maintenance of non-discriminatory hiring lists.

(c) Non-discriminatory placement of applicants' names upon lists in the chronological order in which they present themselves in person for employment.

(d) Dispatching to requesting Contractors with referral slip bearing Social Security number, skill classification, rate of pay, Contractor's name and address, and address of place to report, dues check-off authorization, time and date of dispatching.

10. *Classification of Employees:* Employees shall be classified as follows:

CLASS A: All men who have had three (3) or more years of local experience in the trade and who have passed an examination.

A1: Apprentices actively engaged in the Apprenticeship Program as set forth in this Agreement.

CLASS B: All men who have had less than three (3) years local experience and who have passed an examination.

CLASS C & TEMPORARY HELP:

All men who are not qualified by way of local experience and who have not passed the necessary examination nor enlisted under the apprenticeship program as above. All men so classified shall remain so until they comply with these provisions.

(a) Local experience as used herein shall be experience in the work and trade within the geographical area of Orange, Los Angeles and Ventura Counties in the State of California.

(b) Three (3) years experience as used herein is defined to mean 120 weeks of employment in the work and trade within five (5) years last past.

(c) In the event a Journeyman from another Local Union, by transfer, is placed in employment prior to having taken the examination as required herein, said Class C employee shall take an examination within thirty (30) days, and in the event he fails to do so, he shall thereafter be classified as Class C Employee until such time as he has successfully passed the examination. However, failing to pass the examination, said Class C man cannot take the classification test for a period of six (6) months.

(d) Examination as used herein shall be a test of uniform skills and knowledge in the trade as prepared by the Joint Labor Relations Board and given by a representative thereof.

(e) To require all applicants to fill out an application card at the Union Hiring Hall, stating the applicant's name and address, amount, type and place of experience and name and address of last Employer. To enroll the name, but not dispatch any applicant who willfully gives false or misleading information on his application card until such false or misleading information is corrected and the true facts ascertained. The burden to present required information or verification thereof shall be upon the applicant.

(f) Any applicant feeling aggrieved under the provisions of this Article may appeal to a committee which is composed of one member appointed by the Union, one Contractor member appointed by the Contractor members of the Joint Labor Relations Board and a public member appointed by both of these members. It shall be the function of the Appeals Committee to consider any complaint of the employee or applicant for employment arising out of the administration of the local hiring hall. The Appeals Committee shall have the power to make a final and binding disposition which shall be complied with.

(g) To dispatch regular employees by name upon written request of the Contractor regardless of said requested regular employee's position on the list. The regular employee shall bring a letter from the Contractor to the hiring hall at the time of dispatch.

(h) All workmen employed by one or more of the Contractors for a period of eight (8) days continuously or accumulatively from the date of employment or effective date of this Agreement, whichever is later, shall as a condition of employment make application and tender the uniform initiation fees and dues in effect in the Union, signatory hereto having work and area jurisdiction and if said period may be shortened under the Taft Hartley Act (by amendment thereto), said minimum period designated shall be automatically incorporated herein.

11. That admission to the Local Union shall be upon terms and qualifications uniform and equal to all employees in the trade.

12. It is expressly understood and agreed by the parties hereto that in dispatching employees under this MASTER LABOR AGREEMENT the Local Unions assume no responsibility for the skill, competence or experience of the employees dispatched.

13. In the absence of express written request as set out herein referrals shall be made in the following order of precedence:

**LIST NO. 1—CLASS A JOURNEYMEN
INDENTURED APPRENTICES**

LIST NO. 2—CLASS B JOURNEYMEN

LIST NO. 3—CLASS C MEN

LIST NO. 4—TEMPORARY HELP

14. Contractors shall not discharge any employee covered hereunder for Union Activity, which does not interfere with the proper physical performance of his work, nor shall Contractors discriminate in any manner whatsoever for such activity, nor shall any employee be discharged for asking for proper compensation and fringe benefits as required by this Agreement.

15. ALL CLASS C and/or TEMPORARY HELP employees must upon notice by the Union Hiring Hall be laid off within twenty-four (24) hours and replaced with CLASS A, APPRENTICES or B men, when such help is available for steady employment.

16. The provisions of this article shall be posted verbatim in clear, bold type in a conspicuous place in the Union Hiring Halls and in those places where employees or applicants for employment may read the same at Contractor's place of business.

17. All hiring, dispatching and referral practices by the parties hereto shall be mutually open to inspection of the other party at any and all reasonable times.

ARTICLE VI

Strikes—Lockouts—Jurisdictional Disputes

A. That it is the purpose and intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedure set forth in Article VII hereof; and that during the term of this Agreement the UNIONS signatory hereto, or in whose behalf this Agreement is made, shall not during the term hereof, call or engage in, sanction or assist in a strike against, or any slow-down or stoppage of the work of the CONTRACTORS; and each of them will require its Members to perform their services for the CONTRACTORS on the work described herein when required by said CONTRACTORS to do so; and during the term of this Agreement, a CONTRACTOR signatory to this

Agreement shall not cause or permit any lockout of the Members of the UNIONS signatory hereto.

B. That the UNIONS guarantee, during the term hereof, that there shall be no strikes, slow-downs or stoppages of work occasioned by jurisdictional disputes.

C. That all jurisdictional disputes between the signatory UNIONS and any other Unions affiliated with the American Federation of Labor and C.I.O. shall be determined in the manner and by the procedure established by the National Joint Board for the Settlement of Jurisdictional Disputes; or, in the event the National Joint Board for the Settlement of Jurisdictional Disputes is abolished the procedures established by the Building and Construction Trades Department of the American Federation of Labor shall prevail. Such determinations shall be binding upon and accepted by the CONTRACTORS and the UNIONS.

D. Nothing contained in this Agreement or any part thereof, or in this Article VI or any part thereof, shall affect or apply to the UNIONS in any action they may take against any CONTRACTOR who has failed, neglected or refused to comply with or execute any settlement or decision reached through the final grievance procedures or the jurisdictional determinations of the National Joint Board for the Settlement of Jurisdiction Disputes, or in the event of its abolishment, the Building and Construction Trades Department of the American Federation of Labor; or the Joint Labor Relations Boards, as set up herein, or the Arbitration Committee, as set up herein.

ARTICLE VII

Grievance Procedure

A. There is hereby established two Joint Labor Relations Boards which shall have only the authority to perform the functions set forth herein. The Los Angeles County Joint Labor Relations Board shall be composed of six (6) representatives of the Contractors, all of whom must be actively engaged as Roofing Employers, and six (6) representatives of the UNIONS, all of whom shall

be active Members in good standing of the Local which they represent. The Orange County Joint Labor Relations Board shall be composed of four (4) representatives of the Contractors, all of whom must be actively engaged as Roofing Employers, and four (4) representatives of the Unions, all of whom shall be active Members in good standing of the Local which they represent. The CONTRACTORS and the UNIONS shall, in addition to their six (6) and the Orange County four (4) regular members, appoint one (1) alternate from each group.

1. The Los Angeles Board covers Los Angeles County and Ventura County, six (6) members Union and six (6) members Employer (one of the Employer representatives shall be from the Orange County Board). The Orange County Board covers Orange County, four (4) Union and four (4) members Employer (one of the Employer representatives shall be from the Los Angeles County Board).

B. Each of the parties hereto shall, within thirty (30) days after execution of this agreement, appoint their representatives and alternates and designate one (1) regular representative as Chairman. Immediately upon the appointment of such representatives, each party hereto shall notify the other party, in writing, the names and business addresses of each of the representatives and of its alternates, and specify in said notice the representative elected as Chairman.

C. Regular meetings of the Los Angeles Joint Labor Relations Board shall be held on the second working day of the first week of each calendar month, unless notice to the contrary has been given, and any postponement shall not be over seven (7) days. Special meetings, if required, may be called by either Chairman by notification in writing, to the other Chairman, stating the reason for which the meeting is being called. The Boards shall be precluded from discussing any item other than the subject specified in the request for a special meeting. The Chairman shall notify representatives and alternates of the convening of each meeting through the secretary of the Joint Labor Relations Boards. The Orange County Joint Labor Relations Board shall meet on the third Tuesday of each calendar month.

D. Fifty (50) per cent of members from each party hereto shall constitute a quorum. Proxies shall not be allowed, and in no event shall the number of votes cast by representatives of either party exceed in number the votes cast by representatives of the other party, regardless of the number of representatives present. The Joint Labor Relations Boards shall require a majority vote to carry any question. The decision of the Boards shall be final, conclusive and binding upon all parties to this Agreement, except as herein provided. All members designated as voting members on the issue at hand must cast a vote. Failure to cast a vote will be considered as a "yes" vote.

E. The Joint Labor Relations Boards shall have the power to impose liquidated damages, and assess the bonds of any party or parties to this Agreement where agreed by vote as above provided, for non-payment of wages and fringes or, for the violation of any Article of this Agreement, provided due notice was given party when violation occurred. Any sums of money to be collected by reason of imposition of liquidated damages or assessments on bond shall be deposited with and must be collected by the Union Roofers Trust Account.

F. The Joint Labor Relations Boards shall have the right to summon, question and examine any party to this Agreement, or their representatives or agents, in connection with any question which may arise over the violation of any Article or Provision of this Agreement.

G. In addition to the functions above set forth, the Joint Labor Relations Boards shall have the authority to review and make recommendations to the parties on matters referred to it by the parties. The Boards may, upon its own motion, make recommendations upon matters arising out of the interpretation, application and operation of the provisions of this Agreement. It is understood and agreed, however, that the Joint Labor Relations Boards shall not have the authority, to make any recommendations which would add to, alter, vary or modify any of the terms or provisions of this Agreement.

H. The Joint Labor Relations Boards shall have the power to designate and appoint one or more persons, who

shall be responsible for the keeping of accurate minutes and records of the Boards.

I. If arbitration is required, only as a result of a deadlock of the Joint Labor Relations Boards, there shall be established a three-man Arbitration Committee composed of one (1) representative of the UNIONS, one (1) representative of the CONTRACTORS, and a third arbiter, selected by the two (2) above appointed arbiters. All arbiters shall be selected within five (5) days, each selected at such time as the Arbitration Committee is required to meet, and shall be, whenever possible, composed of persons not directly involved in the specific dispute. The Arbitration Committee shall hear and review any grievance submitted to it by the Joint Labor Relations Board and shall make final adjudication of the same by majority vote, which shall be final and binding upon all of the parties to this Agreement. Decisions to be made within ten (10) days. The fees and expenses necessary for arbitration and/or the consideration and deliberation of grievances which are the results of a deadlock, shall be paid Jointly by the Contractor and Union. In the event of an appeal of a Joint Labor Relations Boards decision to arbitration, all expenses for this arbitration shall be paid by the losing party.

J. If within five (5) days after the two (2) arbiters attempt to choose a third person to act as arbiter, they are unable to agree upon such third person, the third person shall be chosen by immediately requesting the local office of the Federal Mediation and Conciliation Service to submit the names of five (5) persons qualified to act as arbiters. When said list has been presented, the representative of the UNIONS and the representative of the CONTRACTORS of the Arbitration Committee shall each have the choice of rejecting the names of two (2) of these five (5) persons, and the remaining fifth one shall be selected as the third arbiter within twenty-four (24) hours after submission of said list, and it shall be mandatory for said arbiter to render a decision within five (5) days thereafter, unless extension of time is mutually agreed to by the parties hereto.

K. The parties hereto specifically agree that the decision of the arbiters and/or the decision of the Joint Labor Relations Boards, when not appealed to arbitration, may be enforced as though a judgement of a court of competent jurisdiction.

L. No jurisdictional disputes between the UNIONS signatory hereto, and any other Union shall be submitted for determination to the Joint Labor Relations Boards or the arbiters, but shall be determined in the manner provided for in Paragraph C of Article VI of this Agreement.

M. All grievances, other than jurisdictional disputes, arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted for determination and shall be determined by the procedure set forth in this Article; but neither the Joint Labor Relations Boards nor the arbiters, in determining any grievance, shall have the authority to modify, vary, change, add to, or remove any of the terms or conditions of this Agreement.

N. The members, alternates or duly authorized representatives of the Joint Labor Relations Boards shall not be liable for any decision rendered by them for any reason, except for malfeasance of office.

O. Where a grievance or dispute arises, the Business Agent or Assistant Business Agent shall attempt to adjust such grievance or dispute and he shall notify the other parties in writing at once that such grievance, dispute or violation exists. A copy of this notice shall be retained by the Union and a second copy shall immediately be sent to the Secretary of the Joint Labor Relations Boards.

P. The Union Business Agent or Assistant Business Agent shall have access to the project or shop during working hours for the purpose of checking cards or referrals or of adjusting grievances or disputes, and shall make every reasonable effort to advise the CONTRACTOR, or his superintendant or foreman of his presence on the project.

Q. In the event a dispute or grievance cannot be settled as provided for in Section O, it shall be referred to the Joint Labor Relations Boards by the CONTRACTOR

or the UNION and to the other party, by sending written notice to the Secretary of the Joint Labor Relations Boards. Said notice shall contain the name of the CONTRACTOR and the UNION directly involved, the date and place of occurrence and a brief statement of the nature of the grievance or dispute. Upon receipt of such written notice, the Secretary of the Joint Labor Relations Boards shall set the matter for hearing at the next meeting of the Joint Labor Relations Boards. Copies of the alleged violation contained in the request for the Joint Labor Relations Boards hearing shall be post-marked to all parties involved not less than ten (10) days prior to the established date of hearing. All charges and grievances must be recorded within thirty (30) days after occurrence, with the Secretary of the Joint Labor Relations Boards as above provided.

R. Findings, conclusions and judgment of the Joint Labor Relations Boards shall be made in writing not later than five (5) working days after the termination of the hearing, with copies sent to UNION and the CONTRACTOR directly involved.

S. It is agreed that the Joint Labor Relations Boards shall maintain a complete list of Accredited Roofing Contractors, which shall be made available to all other Accredited Roofing Contractors and the UNIONS.

T. The parties hereto further agree that in addition to the Joint Labor Relations Boards and in order that said Joint Labor Relations Boards shall have the opportunity to hear and have presented to them sufficient evidence to decide a particular case, that upon the request of either party to this Agreement, an Investigating Committee shall be formed composed of 1 Union Representative and 1 Contractor Representative to be designated by the respective parties hereto, whose function shall be to investigate any and all complaints made against any of the parties hereto regarding any and all violations of this Agreement. Said Committee, after making it's investigation, shall present it's findings to the Joint Labor Relations Boards.

ARTICLE VIII

Conflicting Agreements

A. That all existing Labor Agreements between CONTRACTORS and the UNIONS, for work covered by this Agreement, shall be superseded by this Agreement.

B. No CONTRACTORS signatory hereto shall be required to pay higher wages or be subject to less favorable working rules than those applicable to other CONTRACTORS employing Members of the UNIONS, performing such similar work in the same jurisdiction.

ARTICLE IX

Additional Signators

A. Any Employer desiring to become a signatory Contractor to this Agreement, or any counterpart of this Agreement, shall first apply in writing to the Union having jurisdiction. The Union shall consider such application, and if it finds that the applicant meets all other requirements of Article III of this Agreement permission to sign this Agreement shall be given. Any investigation which the UNION may require to determine whether the requirements of Article III are complied with shall be completed within ten (10) days after the application was first tendered.

B. Any Contractor coming into the jurisdictional area of Locals 36 or 72, and who have a current Labor Agreement with any Roofers Local of the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association, shall sign this Agreement and use 7th and Broadway as his starting point. He shall employ at least 50% of the Journeyman Roofers from the appropriate hiring hall of the Union in whose jurisdiction the job is located.

C. Any Contractor establishing a new roofing contracting business after the inception date of this contract must use 7th and Broadway as his starting point for the first 120 days. Thereafter he may select the starting point nearest his established place of business in accordance with Article XIII, Section A.

ARTICLE X

Duration—Termination—Renewal

A. The term of this Agreement shall commence on August 15, 1963, and continue until 12:01 A.M., August 15, 1967, and for additional period of one (1) year thereafter, unless not less than sixty (60) days prior to August 15, 1967, or 60 days prior to the end of any subsequent yearly period, the ROOFING CONTRACTORS' ASSOCIATION OF SOUTHERN CALIFORNIA, INC., ORANGE COUNTY ROOFING CONTRACTORS' ASSOCIATION, INC., and/or OTHERS, representing the Employers, or the signatory UNIONS, give written notice by mailing, postage prepaid, registered or certified mail, return receipt requested, to the other, of desire to modify and/or amend, or terminate this Agreement. That, if notice is so given by either of the parties as aforesaid, the other party receiving said notice must give notice not less than sixty (60) days prior to August 15, 1967, or the end of any subsequent yearly period, of any modification of or amendments to this Agreement, or any portion thereof, which it desires to negotiate and which are specified in detail in said notice.

B. That negotiations upon the proposed modifications or amendments shall begin not later than forty-five (45) days prior to August 15, 1967, or the end of any subsequent yearly period, and continue until agreement is reached; provided, however, if no agreement is reached by August 15, 1967, or by August 15, of any subsequent yearly period, the signatory CONTRACTORS or the signatory UNIONS, acting in their own behalf, may thereafter give written notice of termination, and the Agreement shall be deemed terminated on the date specified in such written notice of termination.

C. In the event the Roofing Contractors' Association of Southern California, Inc., Roofing Contractors' Association of Orange County, Inc. jointly, and Locals 86 and 72 jointly, agree mutually to reopen any provisions of this Agreement for the betterment of the industry, any such joint and mutual agreement shall be binding upon all sig-

natory parties hereto including OTHERS, but shall not be retroactive. This provision does not apply to Article XI-A unless there is a 10% increase in Department of Labor Consumer Price Index in any one year. Under no condition shall payments under Article XI-B be lowered.

ARTICLE XI

Wages and Fringe Benefits

A-1. EFFECTIVE AUGUST 15, 1963, the following hourly wage rates shall be paid to classifications listed:

	Amount Received	Roofers Fund	Dues Check-off	Wage
Foreman	\$4.91	.10	.05	\$5.06
Sub-Foreman	4.81	.10	.05	4.96
Journeyman	4.56	.10	.05	4.71
Pitch Foreman	5.21	.10	.05	5.36
Pitch Sub-Foreman	5.11	.10	.05	5.26
Pitch Journeyman and Enameler or Pipe Wrapper and Protective Coating Worker	4.86	.10	.05	5.01

EFFECTIVE AUGUST 15, 1963, all new Applicants indentured under the Apprenticeship Program will serve three (3) years and shall be paid no more or no less than the following hourly wage rates. (These will be shown on the front of the yellow Official Apprentice I.D. Card which must be in their possession).

	Total Wage Per Hour
3 Month Probation Period—60% of Journeyman scale	\$2.89
Second 3 Month Period —65% of Journeyman scale	3.11
Second 6 Month Period —70% of Journeyman scale	3.34
Third 6 Month Period —80% of Journeyman scale	3.80
Fourth 6 Month Period —85% of Journeyman scale	4.03
Fifth 6 Month Period —90% of Journeyman scale	4.25
Sixth 6 Month Period —95% of Journeyman scale	4.48

(The above are total wage rates and the .10¢ Vacation and .05¢ Dues Check-off shall be deducted from this total).

All Apprentices indentured prior to August 15, 1963, shall receive the hourly wage rate as stated on the face of their blue Apprentice I.D. Card, which must be in their possession.

Class C or Temporary Help shall be paid 74% of the Journeyman hourly wage rate or \$3.52 per hour total, from which the .10¢ Vacation and .05¢ Dues Check-off shall be deducted.

It is understood that all overtime pay shall be calculated on the net wage only (less Vacation Fund and Dues Check-off) and then this 15¢ is to be added to the total.

(EXAMPLE: Time and one half for Journeyman— $\$4.56 + \$2.28 = \$6.84 + .15 = \6.99 total wage.)

B-1. In addition to the above wages the following contributions shall be paid for each hour worked by each Employee working at the roofing trade (whether a paid up member of the Union or not).

.15¢ per hour—Health & Welfare Trust Fund

.01¢ per hour—Administration (Union Roofers Trust Account)

.01¢ per hour—Apprentice Trust (Union Roofers Apprentice Training Trust Fund)

At the same time the above are remitted the .15¢ withheld for Vacation and Dues Check-off are also to be sent to the Union Roofers Trust Account making a total per hour, per employee, of .32¢. This shall be sent in one check accompanied by the monthly transmittal form.

Wages and Fringe Benefits

A-2. EFFECTIVE FEBRUARY 15, 1964, the following changes shall be made:

All wages remain the same.

B-2. In addition to the above wages the following contributions shall be paid for each hour worked by each employee working at the roofing trade (whether a paid up member of the union or not).

.15¢ per hour—Health & Welfare Trust Fund

.01½¢ per hour—Administration (U.R.T.A.)

.61½¢ per hour—Apprentice Trust (U.R.A.T.T.F.)

.05¢ per hour—Roofing Industry Trust (R.I.T.)

At the same time the above are remitted the .15¢ withheld for Vacation and Dues Check-off are also to be sent to the Union Roofers Trust Account making a total per hour, per employee, of .38¢. This shall be sent in one check accompanied by the monthly transmittal form.

Wages and Fringe Benefits

A-3. EFFECTIVE AUGUST 15, 1964, the following hourly wage rates shall be paid to classifications listed.

	Amount Received	Roofers Fund	Dues Check-off	Total Wage
Foreman	\$5.17	.10	.05	\$5.32
Sub-Foreman	5.07	.10	.05	5.22
Journeyman	4.82	.10	.05	4.97
Pitch Foreman	5.47	.10	.05	5.62
Pitch Sub-Foreman	5.37	.10	.05	5.52
Pitch Journeyman and Enameler or Pipe Wrapper and Protective Coating Worker	5.12	.10	.05	5.27

EFFECTIVE AUGUST 15, 1963, all new Applicants indentured under the Apprenticeship Program will serve three (3) years and shall be paid no more or no less than the following hourly wage rates. (These will be shown on the front of the yellow official Apprentice I.D. Card which must be in their possession).

	Total Wage Per Hour
3 Month Probation Period—60% of Journeyman scale	\$3.04
Second 3 Month Period —65% of Journeyman scale	3.28
Second 6 Month Period —70% of Journeyman scale	3.52
Third 6 Month Period —80% of Journeyman scale	4.01
Fourth 6 Month Period —85% of Journeyman scale	4.25
Fifth 6 Month Period —90% of Journeyman scale	4.49
Sixth 6 Month Period —95% of Journeyman scale	4.73

(The above are total wage rates and the .10¢ Vacation and .05¢ Dues Check-off shall be deducted from this total.)

All Apprentices indentured prior to August 15, 1963, shall receive the hourly wage rate as stated on the face of their blue Apprentice I.D. Card, which must be in their possession.

Class C or Temporary Help shall be paid 74% of the Journeyman hourly wage rate or \$3.72 per hour total, from which the .10¢ Vacation and .05¢ Dues Check-off shall be deducted.

It is understood that all overtime pay shall be calculated on the net wage only (less Vacation Fund and Dues Check-off) and then this .15¢ is to be added to the total.

(EXAMPLE: Time and one half for Journeyman— $4.82 + \$2.41 = \$7.23 + .15 = \$7.38$ total wage).

B-3. In addition to the above wages the following contributions shall be paid for each hour worked by each Employee working at the roofing trade (whether a paid up member of the union or not).

- .15¢ per hour—Health and Welfare Trust Fund
- .01½¢ per hour—Administration (U.R.T.A.)
- .01½¢ per hour—Apprentice Trust (U.R.A.T.T.F.)
- .05¢ per hour—Roofing Industry Trust (R.I.T.)

At the same time the above are remitted the .15¢ withheld for Vacation and Dues Check-off are also to be sent to the Union Roofers Trust Account making a total per hour, per employee, of .38¢. This shall be sent in one check accompanied by the monthly transmittal form.

Wages and Fringe Benefits

A-4. EFFECTIVE AUGUST 15, 1965, the following hourly wage rates shall be paid to classifications listed:

	Amount Received	Roofers Fund	Dues Check-off	Total Wage
Foreman	\$5.42	.10	.05	\$5.57
Sub-Foreman	5.32	.10	.05	5.47
Journeyman	5.07	.10	.05	5.22
Pitch Foreman	5.72	.10	.05	5.87
Pitch Sub-Foreman	5.62	.10	.05	5.77
Pitch Journeyman and Enameler or Pipe Wrapper and Protective Coating Worker	5.37	.10	.05	5.52

EFFECTIVE AUGUST 15, 1963, all new Applicants indentured under the Apprenticeship Program will serve three (3) years and shall be paid no more or no less than the following hourly wage rates. (These will be shown on the front of the yellow official Apprentice I.D. Card which must be in their possession).

	Total Wage Per Hour
3 Month Probation Period—60% of Journeyman scale	\$3.19
Second 3 Month Period —65% of Journeyman scale	3.45
Second 6 Month Period —70% of Journeyman scale	3.70
Third 6 Month Period —80% of Journeyman scale	4.21
Fourth 6 Month Period —85% of Journeyman scale	4.46
Fifth 6 Month Period —90% of Journeyman scale	4.71
Sixth 6 Month Period —95% of Journeyman scale	4.97

(The above are total wage rates and the .10¢ Vacation and .05¢ Dues Check-off shall be deducted from this total.)

Class C or Temporary Help shall be paid 74% of the Journeyman hourly wage rate or \$3.90 per hour total, from which the .10¢ Vacation and .05¢ Dues Check-off shall be deducted.

It is understood that all overtime pay shall be calculated on the net wage-only (less Vacation Fund and Dues Check-off) and then this .15¢ is to be added to the total.)

(EXAMPLE: Time and one half for Journeyman— $\$5.07 + \$2.54 = \$7.61 + .15 = \7.76 total wage.)

B-4. In addition to the above wages the following contributions shall be paid for each hour worked by each Employee working at the roofing trade (whether a paid up member of the union or not.)

- .16¢ per hour—Health and Welfare Trust Fund
- .01½¢ per hour—Administration (U.R.T.A.)
- .01½¢ per hour—Apprentice Trust (U.R.A.T.T.F.)
- .05¢ per hour—Roofing Industry Trust (R.I.T.)

At the same time the above are remitted the .15¢ withheld for Vacation and Dues Check-off are also to be sent to the Union Roofers Trust Account making a total per

hour, per employee, of .39¢. This shall be sent in one check accompanied by the monthly transmittal form.

Wages and Fringe Benefits

A-5. EFFECTIVE AUGUST 15, 1966, the following hourly wage rates shall be paid to classification listed:

	Amount Received	Roofers Fund	Dues Check-off	Total Wage
Foreman	\$5.72	.10	.05	\$5.87
Sub-Foreman	5.62	.10	.05	5.77
Journeyman	5.37	.10	.05	5.52
Pitch Foreman	6.02	.10	.05	6.17
Pitch Sub-Foreman	5.92	.10	.05	6.07
Pitch Journeyman and Enameler or Pipe Wrapper and Protective Coating Worker	5.67	.10	.05	5.82

EFFECTIVE AUGUST 15, 1963, all new Applicants indentured under the Apprenticeship Program will serve three (3) years and shall be paid no more or no less than the following hourly wage rates. (These will be shown on the front of the yellow official Apprentice I.D. Card which must be in their possession).

	Total Wage Per Hour
3 Month Probation Period—60% of Journeyman scale	\$3.37
Second 3 Month Period —65% of Journeyman scale	3.64
Second 6 Month Period —70% of Journeyman scale	3.91
Third 6 Month Period —80% of Journeyman scale	4.45
Fourth 6 Month Period —85% of Journeyman scale	4.71
Fifth 6 Month Period —90% of Journeyman scale	4.98
Sixth 6 Month Period —95% of Journeyman scale	5.25

(The above are total wage rates and the .10¢ Vacation and .05¢ Dues Check-off shall be deducted from this total.)

Class C or Temporary Help shall be paid 74% of the Journeyman hourly wage rate or \$4.12 per hour total, from which the .10¢ Vacation and .05¢ Dues Check-off shall be deducted.

It is understood that all overtime pay shall be calculated on the net wage only (less Vacation Fund and Dues Check-off) and then this .15¢ is to be added to the total).

(EXAMPLE: Time and one half for Journeyman— $\$5.37 + \$2.69 = \$8.06 + .15¢ = \8.21 total wages.)

B-5. In addition to the above wages the following contributions shall be paid for each hour worked by each employee working at the roofing trade (whether a paid up member of the union or not.)

- .17¢ per hour—Health and Welfare Trust Fund
- .01½¢ per hour—Administration (U.R.T.A.)
- .01½¢ per hour—Apprentice Trust (U.R.A.T.T.F.)
- .05¢ per hour—Roofing Industry Trust (R.I.T.)

At the same time the above are remitted the .15¢ withheld for Vacation and Dues Check-off are also to be sent to the Union Roofers Trust Account making a total per hour, per employee, of .40¢. This shall be sent in one check accompanied by the monthly transmittal form.

C. The Contractor and Employee agree that the 10¢ Vacation and 5¢ Dues Check-Off are to be withheld from the weekly paycheck after all applicable State and Federal Taxes due by reason of these payments are paid by the Contractor from other sums due the Employee and remit same to the Union Roofers Trust Account, who in turn, shall see that these amounts, together with a copy of the monthly transmittal report are forwarded to the Unions and the Vacation Trust for credit to the Employees account.

D. Contributions for the Union Roofers Trust Fund (Health & Welfare), the Roofers Fund (Vacation) the Union Roofers Apprenticeship & Training Trust Fund, the Union Roofers Trust Account (Administrative), the Roofing Industry Trust (Industry Improvement) and the Union Dues Check-Off, all of which are required by this Collective Bargaining Agreement, shall be paid for all hours worked by all employees of the signatory Contractor covered by this agreement to the Roofers Depository each month, on one transmittal report form in such detail and manner as instructed thereon. Each Contractor shall file such monthly report regardless of whether the Contractor

has employed any employees in the month covered by the report.

All of the above mentioned Trust Agreements are hereby incorporated in full and made a part of this Collective Bargaining Agreement and are agreed to and shall be binding upon all parties signatory hereto.

E. The above contributions shall be forwarded to Roofers Depository at a Central Depository (The First Western Bank, or others that may be designated later) on or before the 15th day of the month following the calendar month that the employees worked. A five (5) day grace period will be allowed, however any contractor who fails to make his contributions postmarked on or before the 20th day of each month shall be considered delinquent.

F. All delinquent Contractors are obligated and liable for the following:

(a) Each delinquent Contractor shall pay to that Fund as liquidated damages the sum of ten percent (10%) of all amounts due or Ten Dollars (\$10.00), whichever is greater.

(b) Each delinquent Contractor shall upon demand pay to the Fund involved interest on unpaid contributions and on delinquency charges and on liquidated damages at the rate of seven percent (7%) per annum from the first day of the month in which they are due and until paid.

(c) The Trustees of the Fund involved may within sixty (60) days after a Contractor is delinquent, through the Administrator, instruct legal counsel to institute legal action to enforce collection. A delinquent Contractor shall pay all reasonable attorney fees, court costs and other expenses incurred in the enforcing of collection from such Contractor, shall pay all reasonable attorney fees, court costs and other expenses incurred in the enforcing of collection from such Contractor, and each Contractor shall make all applicable books and records including State, Federal Tax Returns and Compensation report, available for such purpose. Collection actions may be brought by the Trustees of the Fund in the name of the Fund, or in the name of the Trustees or in the name of any assignee, agent or party to this Agreement as determined by the Trustees.

(d) A delinquent Contractor shall be liable to any employee affected by such delinquency for a sum equivalent to the value of the benefits lost to the employee by reason of delinquency of such Contractor. The Health and Welfare Fund shall in such event, provide coverage to employees for whom a Contractor has failed to make the proper contribution, provided that said employees can prove to the satisfaction of the Joint Labor Relations Board that he actually worked the number of hours claimed by said employee. In the event such an employee is given coverage as above set forth, the delinquent Contractor shall be liable to reimburse the Health and Welfare Fund for the cost or value of any benefits made available by the Health and Welfare Fund to the employee affected by reason of the failure of the Contractor to make the proper contribution on behalf of the employee.

(e) The Unions shall remove employees covered by this Agreement from employment with a delinquent Contractor providing advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Contractor. Such removal of employees and cessation of work by employees for such delinquent Contractor shall continue until the Administrator of the Fund involved verifies that there is no money owing to the Fund by such Contractor.

(f) A Contractor may be absolved of any or all of the foregoing liabilities if he satisfies the Trustees that he failed to pay any contributions or to report because of honest mistake, clerical error, or other reasons satisfactory to the Joint Board of Trustees. Whenever a Contractor claims that his failure to make the required contributions was due to honest mistake or clerical error and requests relief for that reason, it shall be considered provided the Contractor agrees in writing to an audit of his records by an auditor appointed by the Joint Board of Trustees. If the audit reveals to the Trustees that such failure to pay was not due to honest mistake or clerical error, then the Contractor shall pay the cost of the audit; otherwise the Arust Fund will pay for the cost of the audit. Any employer shall be entitled to credit for or refund of money paid to any Trust by reason of clerical error or mistake and the Trustees are authorized to refund such monies.

The acceptance of any contributions from any Contractor shall not release or discharge him from the obligation to contribute for all hours worked under this Agreement for which no contribution has actually been received notwithstanding any statement, restriction or qualification appearing on any check from any Contractor.

(g) Each Contractor signatory to this Agreement agrees that one copy (the blue copy) of the monthly transmittal report retained by him shall be posted by him in his place of business in such place that it may be readily seen by his employees.

(h) In order to properly enforce this Agreement it is further mutually agreed and understood that all contractors signatory to this Agreement shall keep true and accurate records of their payroll including hours worked at regular and overtime rate and expenses paid to all employees covered by this Agreement, and shall make them accessible for audit by the Trustees of any of the Trust Funds, or their appointees, or disinterested representative appointed by the Joint Labor Relations Board. The cost of such audit will be borne by the Trust Fund or Funds involved unless such audit discloses errors in the book-keeping or payments of wages and/or fringe benefits by the Contractor, in which case, the contractor being investigated will bear the full cost of said audit.

ARTICLE XII

Hours of Work—Overtime—Holidays

A. *Work Day*—Eight (8) consecutive hours between the hours of seven-thirty (7:30) o'clock A.M., and four (4:00) o'clock P.M., exclusive of one-half ($\frac{1}{2}$) hour meal period shall constitute a work day. Arrangements may be made with the Local Union having jurisdiction in that area and a special starting permit will be issued which will remain valid for the duration of the job and/or special conditions.

B. *Work Week*—The regular work week shall consist of forty (40) hours Monday through Friday.

C. *Emergency Work*—Shall be paid for at the rate set forth under Section D "Overtime". Emergency work

is defined as follows: Work that must be done outside the regular working hours for the protection of life or property due to wind, flood, earthquake, or other Acts of God, or the Public Enemy. The Contractor shall obtain a permit from the Unions for all work done on Saturdays, Sundays, and holidays, said permit to be obtained from the Union office prior to 4:30 P.M. the day before said work is to be done. The Contractor shall give the names of the men to be working and the location of the work. Any employee not in good standing shall not be given an opportunity for work under this section.

D. *Overtime*—All overtime worked other than on Sundays and Holidays covered by this Agreement shall be at time and one-half the regular straight time rate. All overtime worked on Sundays and Holidays covered by this Agreement shall be at double straight time rate. Any fraction of hour worked during the regular working day shall be paid to next hour. Overtime shall be paid only for actual time worked.

E. *Holidays*—Every Sunday of the year and the following specific days, to wit: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Should any of the above named Holidays fall on Sunday, then the following Monday shall be a Holiday.

ARTICLE XIII

Transportation

A. The free travel zone shall be all jobs which are within a radius of twenty-five (25) miles, as designated by the official maps, from the starting point designated by the Contractor at the time he signs this Agreement, which must be the starting point nearest to his established place of business. The starting points must be chosen from one of following locations: Seventh and Broadway, Los Angeles; Labor Temple, Palmdale; City Hall, Van Nuys; City Hall, Santa Ana; City Hall Pomona; City Hall, Whittier; City Hall, San Pedro; City Hall, Ventura; City Hall, Laguna and City Hall, Santa Monica. All Contractors whose established place of business is under

the jurisdiction of Local No. 72 Long Beach shall use City Hall, Bellflower as their starting point.

NOTE: Official maps shall be adopted by the Joint Labor Relations Board and shall be retained on file and are available at the Main Union Hall for inspection.

B. At the option of the Contractor, Employees may report to the job when such job has existed and been worked for two (2) day period. On all other jobs, and including the first two (2) days above referred to, men shall start from the Shop at Contractors designated starting time. On jobs of over two (2) days duration Contractor may dispatch equipment from shop to job so that it will be at the job at the starting time. Any Employee who reports to the shop and is then told to report to a specific job he shall be paid from the time he leaves the shop.

C. When the Employee is required to report to the Contractor's Shop, the Contractor shall furnish transportation to the job, from job to job, and from the job to the Shop. It shall be the duty of the Foreman to assign places for the men to ride in the provided vehicles for the purpose of complying with Safety Order No. 1168, or other safety orders. When the Contractor requests the Employee to use his own personal vehicle, he shall be reimbursed at the rate of ten (10) cents per mile for use of same. The Employee who uses his own means of transportation by preference shall not receive compensation for the use of same.

D. For all jobs outside the Free Zone, the Employee shall receive travel time and transportation from Contractors starting point to and from the job. In the event public transportation is used on jobs outside the Free Zone, the Employee shall be reimbursed the regular bus fare. The travel time paid shall be that of the scheduled travel time of the franchised bus service servicing the area, and shall not be considered working time, nor counted as hours worked, but shall be paid at the regular straight time hourly rate in effect at that time, unless a different rate is required by law.

E. An Employee, driving contractor's vehicle to and/or from the job, shall receive compensation at straight time for said driving unless a different rate is required by law.

F. On all work outside the Free Zone, when the Contractor requests the Employee to remain overnight, the Contractor shall reimburse all Employees the sum of ten (\$10.00) dollars per day for each day, or fraction thereof or, the Contractor shall provide to the Employees adequate and acceptable room and board when the job is located in a remote and out of the way place, as interpreted by the Joint Labor Relations Boards.

G. The Employee shall not use or be required to use his own personal vehicle to haul, hoist or transport any material or equipment other than his own tools and personal effects.

H. When the Employee is required by the Contractor to load the truck or vehicle, or performs any labor for the Contractor before leaving the Shop, the Employee's compensation shall start at the time he began work at the Contractor's Shop.

I. Each Contractor hiring workmen under the terms of this Agreement shall have identification signs, seals, decals or stickers of not less than 36 inches square in area, visible from the outside of each side of his trucks. If the identification is placed on the truck in letters of not less than 3 inches by $\frac{1}{4}$ inch, the minimum 36 inches square need not apply. This requirement must be met within 15 days of signing.

J. When Employees are transferred in vehicles furnished by the Employers, such transportation shall be conducted in a safe and lawful manner.

K. When an Employee is transported in a vehicle furnished by the Employer, said vehicle shall be fully covered by liability insurance insuring to the benefit of said passenger employees at the CONTRACTOR'S expense in an amount not less than Ten Thousand Dollars for one passenger and Twenty Thousand Dollars for more than one passenger, and the CONTRACTOR agrees that said insurance shall be satisfactory to the Joint Labor Relations Boards.

ARTICLE XIV

Composition of Crews

There shall be not less than one (1) Foreman for each Crew, and a Crew shall consist of the following:

A. Three (3) Employees, composed of one (1) Foreman and two (2) Men, except as provided for in Article XIV, Paragraph E.

B. On a multiple type construction there shall be one (1) Foreman for each Crew.

C. On an individual structure, where five (5) or more men are employed, there shall be one (1) Foreman employed for the first five (5) men, and one (1) Sub-Foreman for each additional five (5) men, or fraction thereof, on said structure, as per the following schedule:

(1) Crew of 5 men—1 Foreman, 4 men.

(2) Crew of 6 to 10 men—1 Foreman, 1 Sub-Foreman.

(3) Crew of 11 to 15 men—1 Foreman, 2 Sub-Foreman.

(4) Crew of 16 men or over—1 Foreman, 3 Sub-Foreman.

D. (1) There shall not be more than 1 Indentured Apprentice for every four (4) Journeyman in each shop, when qualified help is available.

(2) The ratio of men on a job shall not be greater than one (1) Indentured Apprentice for two (2) Journeymen on the job when qualified help is available.

(3) On tile or composition shingles one (1) Journeyman and one (1) Indentured Apprentice may be used when qualified help is available.

(4) Class C or Temporary Help shall be used in the same ratio as Indentured Apprentices when qualified help is not available.

E. (1) There shall be at least one (1) Foreman Roofer on each job (not the Working Member), and he shall receive Foreman's pay regardless of size of the crew or job.

(2) One (1) Journeyman alone (including the Working Member of a shop) may do shingling and minor repair work, provided no hot is used.

(3) For ground level slab or foundation work, two (2) men will be required, one (1) of whom may be the Working Member of the shop.

(4) A two (2) man crew, neither of whom shall be the Working Member of the shop, may do work on any job of eight (8) squares or less where hot is used, provided one (1) of these two men if qualified is in attendance at the kettle at all times while it is lighted.

(5) One (1) Journeyman alone, but not the Working Member, may do ground level coating work where no hot is used.

(6) Working Member must abide by all Contract provisions.

(7) For Shower Pan Work one (1) Journeyman not the working member may install the membrane waterproofing as long as he abides by all of the safety regulations outlined in this contract.

ARTICLE XV

Efficiency and Harmony

The CONTRACTORS and the UNIONS recognize the necessity of eliminating restrictions and promoting efficiency and harmony; and they mutually agree that no rules, customs or practices may be permitted that limit production or increase the time required to do productive work; and that no limitation may be placed upon the amount of work that an Employee may perform during the regular working day. Nor shall there be any restrictions against the use of any kind of machinery, tools, or labor-saving devices, or methods; provided, however, that no Employee shall be required to work under any conditions which are injurious to his health or safety.

ARTICLE XVI

Working Conditions—Safety

A. All Employees covered by this Agreement shall have full charge of and handle all materials and operate all equipment used by them on the job. The coating, cleaning

and tearing off and loading of all materials and installation of equipment on the job site or removal thereof; and all other work under the jurisdiction of the UNIONS shall be done by said Employees. The pre-heating of the roofing kettles at the job site shall be done by a Journeyman and the Journeyman shall obtain an early firing permit which shall be issued by the Local Union having jurisdiction in the area:

B. Employees covered by this Agreement shall not work at a weekly or monthly salary.

C. Any Employee covered herein who appears at starting time in an unfit condition to practice his skill or labor, or who, during the work day, provides just cause for his discharge, as defined herein, shall be immediately laid off by the Foreman or other authorized person. If the Foreman appears, or acts, in such a manner, it shall be the duty of the job Steward to keep or order said Foreman away from the job; the matter shall be immediately reported to the Union and Contractor.

D. All wages shall be paid and received not later than quitting time on Friday of each week on the job, except where Employees specifically requests obtaining his check at the shop. The payroll period shall not be more than two (2) days in arrears. All wages shall be paid either in lawful currency or a negotiable check, payable on demand at face value. The check shall have a detachable or separate voucher setting forth wages paid, rate per hour and deductions taken, including hours worked at straight-time and over-time. When wages are paid by check, if said check is not honored, no Employee shall continue in the Employment of the Employer whose check has not been honored; and no Employee shall return to work until all outstanding paychecks have been honored, and the UNIONS shall not supply men until satisfactory arrangements have been made. All payroll checks shall be issued in the name of the signatory Contractor to whom the man was dispatched.

(1) When the Administrator notifies the Union that a Contractor is delinquent in his fringe benefit payments the Union shall remove the Employees from the delinquent shop until satisfactory arrangements are made for payment.

E. When temporary men are laid off or discharged they must be paid wages due them at the time of termination. Failure to make payment at termination, or have same available for him at Contractor's office or Union Hall prior to noon the following day or upon request of employee same must be mailed but must be postmarked within 24 hours from time of termination or shall subject contractor to payment of wages at regular rate for the time elapsed to time check is received. When regular Employees are laid off on a temporary basis they are to receive their checks on the next regular pay day.

F. No Employee shall be required to work more than six (6) hours without a meal period, and said meal period shall be one-half ($\frac{1}{2}$) hour. In the event of overtime work of more than two (2) hours after quitting time, or two (2) hours before starting time, the Employee shall have a meal period of one-half ($\frac{1}{2}$) hour preceding or following his overtime work and that said one-half ($\frac{1}{2}$) hour shall be paid at the over time rate.

G. Any Employee who is not laid off, or discharged at or before the cessation of the day's work and reports to the CONTRACTOR'S, Shop or job on the following day, and who is not given work, shall receive two (2) hours pay at the regular rate; provided, however, that such provision shall not apply where the failure of the Employee to be given work is caused by rain, sleet, or other Acts of God, or by strikes; provided, further, that the Employee appears in a physically fit condition for his trade, craft or labor.

H. The Contractor agrees to pay not less than four (4) hours pay at the regular rate to an Employee who is, not regularly on said Contractor's payroll, who has been dispatched by the Union upon request of the Contractor, whether said Employee has worked or not; provided, however, that said lack of work is not caused by rain, sleet or snow, or by other Acts of God, or by strikes. However, when an Employee is dispatched he shall be given wages up to the time of actual work stoppage when due to conditions or acts above mentioned. Any fraction of the hour worked during the regular working day shall

be paid for to the next hour. Overtime shall be paid only for the actual time worked.

I. The Employees shall be paid by the CONTRACTOR at the rate of regular time for any time spent off the job while in attendance in court or before the Industrial Accident Comm. on behalf of the CONTRACTOR or in any Industrial Accident Commission case before the Workman's Compensation Board involving present Employer. When Employees are requested by the Joint Labor Relations Boards to appear as a witness, the Union Roofers Trust Account shall pay the Employees.

J. The parties hereto recognize that a lighted kettle constitutes a safety hazard to persons and property; and, therefore, agree and promise to effect all the safety measures required by law and the customs, rules and standards of the trade or craft; and agree that, the kettle is in operation when the motor of a pumper kettle is running. When same is in operation one (1) Journeyman or qualified apprentice shall service it at all times and be on the same level as the kettle. No Apprentice shall be allowed to work on the kettle until he has been placed in the fourth (4) period of his training and then only for the hours as set on the Apprenticeship Standards. He shall not be assigned to other duties distant therefrom so long as the kettle is not extinguished. In case of emergency other classifications may be used on the kettle and such men shall receive Journeyman's pay. The CONTRACTOR agrees to furnish fire extinguishers as may be required by the proper authority.

K. No kettle shall be in operation on any platform or truck without the approval of the Union. One (1) Journeyman shall service, at all time, any kettle elevated or placed on a platform or truck, and may not leave the platform or truck elevation unless the kettle has been extinguished.

L. The CONTRACTORS agree that they shall not require the Employees herein to work for any person, firm, corporation, partnership, or joint venture, or any other entity who or which does not have an appropriate State License, Local License, or Municipal License; or who or which does not carry Public Liability Insurance and full

Industrial Compensation Insurance with a company satisfactory to the Joint Labor Relations Boards; and who or which does not comply with the Health and Safety Laws, as well as the Building and Construction Codes of the Local and State Governments.

M. The CONTRACTOR shall file with the Joint Labor Relations Board his License number and copy of his Certificate of Insurance. Further, he shall post in his office and in the cab of all his trucks the name of his Compensation Insurance Carrier.

N. No material of any kind shall be carried up or down any ladder at any time by any Employee or Employer. The CONTRACTORS agree to furnish derricks or hand lines as needed. The CONTRACTORS further agree to maintain the equipment used in compliance with the State Safety Code.

O. The CONTRACTORS agree to take the accepted steps necessary (in accordance with State Health Codes) to protect Employees working coal tar pitch or enameling or protective coating. These steps include supplying of safety goggles, masks for nose, protective cream, etc., all kept in a sanitary condition.

P. No Employee shall be required to tend more than two (2) kettles simultaneously except where asphalt or pitch pumps are used on the job.

Q. Proper sanitary drinking water containers shall be supplied by the Employers on each job site.

R. The CONTRACTORS agree to allow the Business Agent, or Assistant Business Agent of the UNION signatory hereto, to visit and inspect the job site or shop for purposes as provided in this agreement.

S. Time records of Employees may be examined by the Business Agent, or Assistant Business Agent of the UNION, in the presence of the CONTRACTOR involved and a Contractor representative of the Joint Labor Relations Boards, and then only upon authorization of the Joint Labor Relations Boards.

T. On all jobs where mechanical felt laying equipment is used and there are no parapet walls 2 feet high or more, or baracades at the permimeter of the building to

protect the workmen, a header will be installed approximately 6 feet from the outer edges.

ARTICLE XVII

Weight Limitations

No Employee shall hold in suspension while in the act of applying it, a roll of roofing material weighing in excess of 55 #, except 30 # felt in two (2) square rolls.

No bag, package or parcel weighing in excess of 80 # each shall be on roof at any time except bitumen.

ARTICLE XVIII

Standards of Workmanship

A. The Contractor shall furnish Foreman with written instructions covering the work to be performed on each job. A copy of these instructions are to be maintained at all times on the job.

B. Any Employee who fails to comply with the written instructions covering the work on each job shall be considered in violation of the Master Labor Agreement.

C. Any CONTRACTOR, or his Employees, failing to give written instructions to the Foreman on each job, or who knowingly permits or influences the Foreman, or the Employee, to fail to comply with such instructions, shall be considered in violation of the Master Labor Agreement.

D. Any Employee who is instructed or influenced by the CONTRACTOR to violate the written instructions pertaining to each job, or who knows of such violation, must immediately notify the Union and the Business Agent who is assigned to the area in which the CONTRACTOR'S Shop is located; and such Union or Business Agent, upon receipt of notice of the alleged violation shall immediately contact the CONTRACTOR and make every effort to correct the violation.

E. A roof being applied which is below minimum standards as prescribed by the Code in the area of the project shall subject employees to strict disciplinary action by

the Executive Board of the Union and may be the cause of all men working on said project to be removed by the Union.

F. The procedure for establishing guilt or innocence in connection with alleged violations, shall be handled by the Joint Labor Relations Boards as outlined in this Master Labor Agreement for any other disputes or violations.

ARTICLE XIX

Other Than Roofing Contractors

The parties hereto agree that under certain circumstances Employers, (not doing roofing work) other than roofing Contractors as defined in this Agreement, may occasionally require the services of journeyman roofers. It is agreed that such journeymen roofers shall be permitted to work for said Employers who are not roofing Contractors provided that all of the terms and conditions of Article XI of this Agreement are complied with and provided further that said Employer is a Union Contractor; maintains a recognized place of business in a properly zoned area and has a telephone listing in said Contractor's name; that said Employer has an applicable State license; and provided further that the work to be done by said journeymen roofers is limited to protective coating work and heating by kettle of bitumens. The parties hereto agree that the provisions of Section A of Article III are hereby waived for the purposes of this section.

This Article excludes holders of A and B1 licenses.

ARTICLE XX

Incorporation of Trust Agreements

To the extent that any provision of any of the following listed Trust Agreements is inconsistent with any provision of this collective bargaining agreement, then the collective bargaining agreement shall prevail.

The following Trust Agreements are incorporated herein and made a part hereof and each Trust Agreement and this Collective Bargaining Agreement are made counterparts of each other and shall be binding on all Contractors employing persons covered by this Agreement.

1. Union Roofers Trust Fund (Health and Welfare) (as amended from time to time) Dated August 15, 1960.

2. Agreement & Declaration of Trust of the Roofers Fund (Vacation) (as amended from time to time) Dated January 31, 1961.

3. The Union Roofers Trust Account (Administration) (as amended from time to time) Dated August 15, 1960.

4. The Union Roofers Apprenticeship & Training Trust Fund (Apprenticeship) (as amended from time to time) Dated August 15, 1960 and including the "Apprenticeship Standards of the Roofing Industry" as adopted by the "Roofers Tri-County Joint Apprenticeship Committee" and the U. S. Department of Labor, Bureau of Apprenticeship & Training and the State of California, Division of Apprenticeship Standards.

(a) The Standard term of apprenticeship shall be three (3) years, the first six (6) months shall be a try-out or probationary period.

(b) Apprentices Wage Schedule. Apprentices shall be paid neither more nor less than the percent of Journeyman's wages as shown in Article XI which shall be the maximum and minimum.

(5) The Roofing Industry Trust (R.I.T.) (as amended from time to time) Dated February 15, 1964.

This Trust shall be administered solely by the designated Trustees, as set forth in the Roofing Industry Trust Agreement, and shall be utilized for the improvement of the industry through such action as, but not limited to, the creation of a Minimum Standard Specification Guide, for the establishment of a Roofing Inspection Bureau, a public relations and advertising program, etc.

6. Each employer making contributions to each of said Funds hereby agrees that by so doing and hereby does irrevocably designate and appoint the employer-designated Trustees mentioned in each of said Trust Agreements as

Trustees authorized to act in his behalf pursuant to said Trust Agreements and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in each of said Trust Agreements.

ARTICLE XXI

Subcontract of Work Covered by this Agreement

If any Roofing Contractor shall subcontract his work, provisions shall be made in such subcontract for the observance by said subcontractor of the terms of this Agreement. The Joint Labor Relations Boards and UNIONS shall be immediately notified in writing of the subcontracting of work by any of the Contractors hereto or any other Contractors.

There shall be no subcontracting of labor. Subcontracting may be done for certain specialty items i.e., spray work or other work not normally done by prime contractors who are subject to this Agreement. Subcontracting under these conditions shall be done by accredited Contractors covered by this Agreement only and subcontractors shall be assigned the starting point of the prime Contractor.

ARTICLE XXII

Saving Clause

A. It is the intent of both parties hereto to abide by all laws, statutes and regulations of every governmental body and authority having jurisdiction over the subject matter of this Agreement. The parties hereto agree that, in the event that any provision or provisions of this Agreement are held or are determined to be illegal or void, or as being in contravention of any law, ruling or regulations, the remainder of this Agreement shall, nonetheless, be and continue to be in full force and effect, unless the invalid or void parts are found to be wholly inseparable from the remaining portion of this Agreement.

B. The conditions and terms of this Agreement shall be subject to adjustments to conform with Federal and State Requirements.

C. The parties hereto further agree that, in the event any provisions of this Contract and Agreement are held to be illegal or void, they will thereupon forthwith enter into negotiations through the Joint Labor Relations Boards concerning the substance thereof.

ARTICLE XXIII

Signature of Parties Affixed

WHEREUNTO we have this day set our hands and seals being this 15th day of August 1963.

CONTRACTORS

ROOFING CONTRACTORS' ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.

By: s/ R. James McClain President

By: s/ Robert L. Baier Executive Director

ROOFING CONTRACTORS' ASSOCIATION OF
ORANGE COUNTY, INC.

By: s/ Ralph Dion President

By: s/ Marvin H. Warden Secretary

UNION

UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
CIATION, LOCALS NO. 36 AND NO. 72 WITHIN
THEIR RESPECTIVE JURISDICTIONS.

By: s/ H. P. Bennett
Business Representative Local 36

By: s/ Gale Taylor
Business Representative Local 72

CONTRACTOR

Signed this day of, 1963.

Check
OneAs a member of R. C. A. of So. Calif. Inc. ☐R. C. A. of Orange Co. Inc. ☐**Contractor or Firm**

Print Exactly as Shown on Contractors License
 Check whichever applies—Individual ☐—Partnership ☐
 Corporation ☐

Address

License No.

By

Name

Title

Owner or
Principal Officer

By

Name

Holder of
License**UNION**

Local No. By

WHEREUNTO we have this day set our hand and seals
 being this 15th day of August 1963.

**JOINT NEGOTIATING COMMITTEE
 REPRESENTING**

**ROOFING CONTRACTORS' ASSOCIATION OF
 SOUTHERN CALIFORNIA, INC.**

**ROOFING CONTRACTORS' ASSOCIATION OF
 ORANGE COUNTY, INC.
 AND OTHERS**

**UNITED SLATE, TILE AND CONSTRUCTION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
CIATION, LOCALS NO. 36 AND NO. 72.**

By: s/ Erving P. Friedman Co-Chairman

By: s/ Robert L. Baier

By: s/ Ralph Dion

By: s/ Emery Eberhard

By: s/ Jack Martin

By: s/ Paul Parish

By: s/ Paul Racobs

By: s/ Jack Witt

By: s/ H. P. Bennett Chairman

By: s/ Bill Brode

By: s/ Mike Castro

By: s/ Harold Hannigan

By: s/ Walter F. Nagle

By: s/ Albert Nelson

By: s/ Gale Taylor

By: s/ Robin Wacob

UNION COPY

C. The parties hereto further agree that, in the event any provisions of this Contract and Agreement are held to be illegal or void, they will thereupon forthwith enter into negotiations through the Joint Labor Relations Boards concerning the substance thereof.

ARTICLE XXIII

Signature of Parties Affixed

WHEREUNTO we have this day set our hands and seals
being this 15th day of August 1963.

CONTRACTORS

ROOFING CONTRACTORS' ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.

By: s/ R. James McClain President

By: s/ Robert L. Baier Executive Director

ROOFING CONTRACTORS' ASSOCIATION OF
ORANGE COUNTY, INC.

By: s/ Ralph Dion President

By: s/ Marvin H. Warden Secretary

UNION

UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
CIATION, LOCALS NO. 36 AND NO. 72 WITHIN
THEIR RESPECTIVE JURISDICTIONS.

By: s/ H. P. Bennett
Business Representative Local 36

By: s/ Gale Taylor —
Business Representative Local 72

CONTRACTOR

Signed this day of, 1963.

Check
One

As a member of R. C. A. of So. Calif. Inc. ☐

R. C. A. of Orange Co. Inc. ☐

Contractor or Firm

Print Exactly as Shown on Contractors License
 Check whichever applies—Individual ☐—Partnership ☐
 Corporation ☐

Address

License No.

By

Name

Title

Owner or
Principal Officer

By

Name

Holder of
License

UNION

Local No.

By

WHEREUNTO we have this day set our hand and seals
 being this 15th day of August 1963.

JOINT NEGOTIATING COMMITTEE
 REPRESENTING

ROOFING CONTRACTORS' ASSOCIATION OF
 SOUTHERN CALIFORNIA, INC.

ROOFING CONTRACTORS' ASSOCIATION OF
 ORANGE COUNTY, INC.
 AND OTHERS

**UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
CIATION, LOCALS NO. 36 AND NO. 72.**

By: s/ Erving P. Friedman Co-Chairman

By: s/ Robert L. Baier

By: s/ Ralph Dion

By: s/ Emery Eberhard

By: s/ Jack Martin

By: s/ Paul Parish

By: s/ Paul Racobs

By: s/ Jack Witt

By: s/ H. P. Bennett Chairman

By: s/ Bill Brode

By: s/ Mike Castro

By: s/ Harold Hannigan

By: s/ Walter F. Nagle

By: s/ Albert Nelson

By: s/ Gale Taylor

By: s/ Robin Wacob

UNION COPY

C. The parties hereto further agree that, in the event any provisions of this Contract and Agreement are held to be illegal or void, they will thereupon forthwith enter into negotiations through the Joint Labor Relations Boards concerning the substance thereof.

ARTICLE XXIII**Signature of Parties Affixed**

WHEREUNTO we have this day set our hands and seals
being this 15th day of August 1968.

CONTRACTORS

**ROOFING CONTRACTORS' ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.**

By: s/ R. James McClain President

By: s/ Robert L. Baier Executive Director

**ROOFING CONTRACTORS' ASSOCIATION OF
ORANGE COUNTY, INC.**

By: s/ Ralph Dion President

By: s/ Marvin H. Warden Secretary

UNION

**UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
CIATION, LOCALS NO. 36 AND NO. 72 WITHIN
THEIR RESPECTIVE JURISDICTIONS.**

By: s/ H. P. Bennett
Business Representative Local 36

By: s/ Gale Taylor
Business Representative Local 72

CONTRACTOR

Signed this day of, 1968.

Check
One

As a member of R. C. A. of So. Calif. Inc. ☐

R. C. A. of Orange Co. Inc. ☐

Contractor or Firm

Print Exactly as Shown on Contractors License
 Check whichever applies—Individual ☐—Partnership ☐
 Corporation ☐

Address		License No.
By	Name	Title
		Owner or Principal Officer
By	Name	Holder of License

UNION

Local No. _____ By _____

WHEREUNTO we have this day set our hand and seals
 being this 15th day of August 1963.

JOINT NEGOTIATING COMMITTEE
 REPRESENTING

ROOFING CONTRACTORS' ASSOCIATION OF
 SOUTHERN CALIFORNIA, INC.

ROOFING CONTRACTORS' ASSOCIATION OF
 ORANGE COUNTY, INC.
 AND OTHERS

**UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
CIATION, LOCALS NO. 36 AND NO. 72.**

By: s/ Erving P. Friedman Co-Chairman

By: s/ Robert L. Baier

By: s/ Ralph Dion

By: s/ Emery Eberhard

By: s/ Jack Martin

By: s/ Paul Parish

By: s/ Paul Racobs

By: s/ Jack Witt

By: s/ H. P. Bennett Chairman

By: s/ Bill Brode

By: s/ Mike Castro

By: s/ Harold Hannigan

By: s/ Walter F. Nagle

By: s/ Albert Nelson

By: s/ Gale Taylor

By: s/ Robin Wacob

TRUST OFFICE COPY

C. The parties hereto further agree that, in the event any provisions of this Contract and Agreement are held to be illegal or void, they will thereupon forthwith enter into negotiations through the Joint Labor Relations Boards concerning the substance thereof.

ARTICLE XXIII

Signature of Parties Affixed

WHEREUNTO we have this day set our hands and seals
being this 15th day of August 1963.

CONTRACTORS

ROOFING CONTRACTORS' ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.

By: s/ R. James McClain President

By: s/ Robert L. Baier Executive Director

ROOFING CONTRACTORS' ASSOCIATION OF
ORANGE COUNTY, INC.

By: s/ Ralph Dion President

By: s/ Marvin H. Warden Secretary

UNION

UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
CIATION, LOCALS NO. 36 AND NO. 72 WITHIN
THEIR RESPECTIVE JURISDICTIONS.

By: s/ H. P. Bennett
Business Representative Local 36

By: s/ Gale Taylor
Business Representative Local 72

CONTRACTOR

Signed this day of, 1963.

Check
One

As a member of R. C. A. of So. Calif. Inc. ☐

R. C. A. of Orange Co. Inc. ☐

Contractor or Firm

Print Exactly as Shown on Contractors License
 Check whichever applies—Individual ☐—Partnership ☐
 Corporation ☐

Address		License No.
By	Name	Title
		Owner or
		Principal Officer
By	Name	Holder of
		License

UNION

Local No. By

WHEREUNTO we have this day set our hand and seals
 being this 15th day of August 1963.

JOINT NEGOTIATING COMMITTEE
 REPRESENTING

ROOFING CONTRACTORS' ASSOCIATION OF
 SOUTHERN CALIFORNIA, INC.

ROOFING CONTRACTORS' ASSOCIATION OF
 ORANGE COUNTY, INC.
 AND OTHERS

**UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
CIATION, LOCALS NO. 36 AND NO. 72.**

By: s/ Erving P. Friedman Co-Chairman

By: s/ Robert L. Baier

By: s/ Ralph Dion

By: s/ Emery Eberhard

By: s/ Jack Martin

By: s/ Paul Parish

By: s/ Paul Racobs

By: s/ Jack Witt

By: s/ H. P. Bennett Chairman

By: s/ Bill Brode

By: s/ Mike Castro

By: s/ Harold Hannigan

By: s/ Walter F. Nagle

By: s/ Albert Nelson

By: s/ Gale Taylor

By: s/ Robin Wacob

EMPLOYERS COPY

MEMORANDUM AGREEMENT

It is agreed between the undersigned, hereinafter called Contractor, and Locals Nos. 36 and 72 of the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association representing the geographical area of Los Angeles, Ventura and Orange Counties, hereinafter called the "Unions" in consideration of services performed and to be performed by Roofers for the Contractor as follows:

1. The Contractor agrees to comply with all the terms, including wages, hours and working conditions and rules as set forth in the Agreement referred to as the Master Labor Agreement between The Roofing Contractor's Association of Southern California, Inc., The Roofing Contractor's Association of Orange County Inc., and others, and Locals Nos. 36 and 72 of the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association dated August 15, 1963 and the Agreement establishing: (1) The Union Roofers Trust Fund dated August 15, 1960; (2) The Union Roofers Trust Account dated August 15, 1960; (3) The Union Roofers Apprenticeship and Training Trust Fund dated August 15, 1960; (4) Agreement & Declaration of Trust of the Roofers Fund (Vacation) dated January 31, 1961; (5) The Roofing Industry Trust effective February 15, 1964, which Trust Agreement will be drawn up and included in this Master Labor Booklet on or before its effective date; and any amendments and modifications, extensions, supplementations and renewals of the Master Labor Agreement and Trust Agreements and any agreements establishing other benefits or plans negotiated by the parties signatory to the Master Labor Agreement. Except as specifically excluded by the Memorandum Agreement, the Master Labor Agreement and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement.

2. The Contractor agrees to pay to the Union Roofers Trust Fund, the Union Roofers Trust Account, the Union Roofers Apprenticeship & Training Trust Fund, the Agreement and Declaration of Trust of the Roofers Fund

(Vacation), and the Roofing Industry Trust, the sums in the amounts and manner provided for in the Master Labor Agreement and by the rules and procedures adopted by the Trustees of the Trust Funds referred to herein and all amendments, modifications, extensions and renewals thereto.

3. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Union Roofers Trust Fund, the Union Roofers Trust Account, the Union Roofers Apprenticeship and Training Trust Fund, the Agreement and Declaration of Trust of the Roofers Fund (Vacation), and the Roofers Industry Trust, as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided by or pursuant to the Master Labor Agreement and Trust Agreements.

4. It is agreed that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts, jurisdictional disputes shall be excluded from this Memorandum Agreement and shall not be binding upon the Contractor or the Unions. It is agreed that in all cases of a claimed violation, misunderstanding, dispute or difference regarding the application or interpretation of this Memorandum Agreement or the Master Labor Agreement or the Trust Agreements, or any amendments, modifications, extensions, supplementations and renewals thereto, the Unions shall have the right to call or engage or assist in a strike, shutdown, work stoppage or withdrawal of services and the Contractor shall have the right to engage in a lockout.

5. Except as specifically excluded by this Memorandum Agreement, the parties hereto agree to abide by all the terms and conditions of the Master Labor Agreement and Trust Agreements and any amendments, modifications, changes, extensions, supplementations and renewals negotiated by the signatory parties thereto.

6. This Memorandum Agreement shall be binding upon the heirs, executors, administrators, purchasers and assigns of the Contractor and shall be binding upon the Contractor regardless of a change of entity, name or association or joint venture and shall bind any entity or venture who is a principal financially associated with the Contractor.

7. This Memorandum Agreement shall remain in full force and effect until August 14, 1967 and shall continue from year to year thereafter unless either party shall give written notice to the other of a desire to change or cancel it at least 60 days prior to 12:01 A.M. August 15, 1967, or August 15th of any succeeding year. All notices given to the signatory parties to the Master Labor Agreement by the Unions shall constitute sufficient notice to the Contractor for the purpose of this paragraph. The Contractor and the Union shall be bound by any renewals or extensions of the Master Labor Agreement and Trust Agreements, or any new agreements, unless an appropriate written notice is given to the other party at least 60 days prior to August 15, 1967 or any subsequent year of their intent not to be bound by any new, renewed or extended agreement.

Signed this day of, 1963.

UNITED SLATE, TILE AND COMPOSITION ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION

By

Local Union No.

and

By Title

Name

Contractor or Firm

(Printed exactly as listed with State License Board)

Address

License No.

UNION COPY

MEMORANDUM AGREEMENT

It is agreed between the undersigned, hereinafter called Contractor, and Locals Nos. 36 and 72 of the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association representing the geographical area of Los Angeles, Ventura and Orange Counties, hereinafter called the "Unions" in consideration of services performed and to be performed by Roofers for the Contractor as follows:

1. The Contractor agrees to comply with all the terms, including wages, hours and working conditions and rules as set forth in the Agreement referred to as the Master Labor Agreement between The Roofing Contractor's Association of Southern California, Inc., The Roofing Contractor's Association of Orange County Inc., and others, and Locals Nos. 36 and 72 of the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association dated August 15, 1963 and the Agreement establishing: (1) The Union Roofers Trust Fund dated August 15, 1960; (2) The Union Roofers Trust Account dated August 15, 1960; (3) The Union Roofers Apprenticeship and Training Trust Fund dated August 15, 1960; (4) Agreement & Declaration of Trust of the Roofers Fund (Vacation) dated January 31, 1961; (5) The Roofing Industry Trust effective February 15, 1964, which Trust Agreement will be drawn up and included in this Master Labor Booklet on or before its effective date; and any amendments and modifications, extensions, supplementations and renewals of the Master Labor Agreement and Trust Agreements and any agreements establishing other benefits or plans negotiated by the parties signatory to the Master Labor Agreement. Except as specifically excluded by the Memorandum Agreement, the Master Labor Agreement and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement.

2. The Contractor agrees to pay to the Union Roofers Trust Fund, the Union Roofers Trust Account, the Union Roofers Apprenticeship & Training Trust Fund, the Agreement and Declaration of Trust of the Roofers Fund

(Vacation), and the Roofing Industry Trust, the sums in the amounts and manner provided for in the Master Labor Agreement and by the rules and procedures adopted by the Trustees of the Trust Funds referred to herein and all amendments, modifications, extensions and renewals thereto.

3. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Union Roofers Trust Fund, the Union Roofers Trust Account, the Union Roofers Apprenticeship and Training Trust Fund, the Agreement and Declaration of Trust of the Roofers Fund (Vacation), and the Roofers Industry Trust, as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided by or pursuant to the Master Labor Agreement and Trust Agreements.

4. It is agreed that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts, jurisdictional disputes shall be excluded from this Memorandum Agreement and shall not be binding upon the Contractor or the Unions. It is agreed that in all cases of a claimed violation, misunderstanding, dispute or difference regarding the application or interpretation of this Memorandum Agreement or the Master Labor Agreement or the Trust Agreements, or any amendments, modifications, extensions, supplementations and renewals thereto, the Unions shall have the right to call or engage or assist in a strike, shutdown, work stoppage or withdrawal of services and the Contractor shall have the right to engage in a lockout.

5. Except as specifically excluded by this Memorandum Agreement, the parties hereto agree to abide by all the terms and conditions of the Master Labor Agreement and Trust Agreements and any amendments, modifications, changes, extensions, supplementations and renewals negotiated by the signatory parties thereto.

6. This Memorandum Agreement shall be binding upon the heirs, executors, administrators, purchasers and assigns of the Contractor and shall be binding upon the Contractor regardless of a change of entity, name or association or joint venture and shall bind any entity or venture who is a principal financially associated with the Contractor.

7. This Memorandum Agreement shall remain in full force and effect until August 14, 1967 and shall continue from year to year thereafter unless either party shall give written notice to the other of a desire to change or cancel it at least 60 days prior to 12:01 A.M. August 15, 1967, or August 15th of any succeeding year. All notices given to the signatory parties to the Master Labor Agreement by the Unions shall constitute sufficient notice to the Contractor for the purpose of this paragraph. The Contractor and the Union shall be bound by any renewals or extensions of the Master Labor Agreement and Trust Agreements, or any new agreements, unless an appropriate written notice is given to the other party at least 60 days prior to August 15, 1967 or any subsequent year of their intent not to be bound by any new, renewed or extended agreement.

Signed this day of, 1963.

UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
TION

By

Local Union No.

and

By

Name

Title

Contractor or Firm

(Printed exactly as listed with State License Board)

Address

License No.

TRUST OFFICE COPY

MEMORANDUM AGREEMENT

It is agreed between the undersigned, hereinafter called Contractor, and Locals Nos. 36 and 72 of the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association representing the geographical area of Los Angeles, Ventura and Orange Counties, hereinafter called the "Unions" in consideration of services performed and to be performed by Roofers for the Contractor as follows:

1. The Contractor agrees to comply with all the terms, including wages, hours and working conditions and rules as set forth in the Agreement referred to as the Master Labor Agreement between The Roofing Contractor's Association of Southern California, Inc., The Roofing Contractor's Association of Orange County Inc., and others, and Locals Nos. 36 and 72 of the United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association dated August 15, 1963 and the Agreement establishing: (1) The Union Roofers Trust Fund dated August 15, 1960; (2) The Union Roofers Trust Account dated August 15, 1960; (3) The Union Roofers Apprenticeship and Training Trust Fund dated August 15, 1960; (4) Agreement & Declaration of Trust of the Roofers Fund (Vacation) dated January 31, 1961; (5) The Roofing Industry Trust effective February 15, 1964, which Trust Agreement will be drawn up and included in this Master Labor Booklet on or before its effective date; and any amendments and modifications, extensions, supplementations and renewals of the Master Labor Agreement and Trust Agreements and any agreements establishing other benefits or plans negotiated by the parties signatory to the Master Labor Agreement. Except as specifically excluded by the Memorandum Agreement, the Master Labor Agreement and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement.

2. The Contractor agrees to pay to the Union Roofers Trust Fund, the Union Roofers Trust Account, the Union Roofers Apprenticeship & Training Trust Fund, the Agreement and Declaration of Trust of the Roofers Fund

(Vacation), and the Roofing Industry Trust, the sums in the amounts and manner provided for in the Master Labor Agreement and by the rules and procedures adopted by the Trustees of the Trust Funds referred to herein and all amendments, modifications, extensions and renewals thereto.

3. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Union Roofers Trust Fund, the Union Roofers Trust Account, the Union Roofers Apprenticeship and Training Trust Fund, the Agreement and Declaration of Trust of the Roofers Fund (Vacation), and the Roofers Industry Trust, as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided by or pursuant to the Master Labor Agreement and Trust Agreements.

4. It is agreed that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts, jurisdictional disputes shall be excluded from this Memorandum Agreement and shall not be binding upon the Contractor or the Unions. It is agreed that in all cases of a claimed violation, misunderstanding, dispute or difference regarding the application or interpretation of this Memorandum Agreement or the Master Labor Agreement or the Trust Agreements, or any amendments, modifications, extensions, supplementations and renewals thereto, the Unions shall have the right to call or engage or assist in a strike, shutdown, work stoppage or withdrawal of services and the Contractor shall have the right to engage in a lockout.

5. Except as specifically excluded by this Memorandum Agreement, the parties hereto agree to abide by all the terms and conditions of the Master Labor Agreement and Trust Agreements and any amendments, modifications, changes, extensions, supplementations and renewals negotiated by the signatory parties thereto.

6. This Memorandum Agreement shall be binding upon the heirs, executors, administrators, purchasers and assigns of the Contractor and shall be binding upon the Contractor regardless of a change of entity, name or association or joint venture and shall bind any entity or venture who is a principal financially associated with the Contractor.

7. This Memorandum Agreement shall remain in full force and effect until August 14, 1967 and shall continue from year to year thereafter unless either party shall give written notice to the other of a desire to change or cancel it at least 60 days prior to 12:01 A.M. August 15, 1967, or August 15th of any succeeding year. All notices given to the signatory parties to the Master Labor Agreement by the Unions shall constitute sufficient notice to the Contractor for the purpose of this paragraph. The Contractor and the Union shall be bound by any renewals or extensions of the Master Labor Agreement and Trust Agreements, or any new agreements, unless an appropriate written notice is given to the other party at least 60 days prior to August 15, 1967 or any subsequent year of their intent not to be bound by any new, renewed or extended agreement.

Signed this _____ day of _____, 1963.

UNITED SLATE, TILE AND COMPOSITION ROOF-
ERS, DAMP AND WATERPROOF WORKERS ASSO-
TION

By _____

Local Union No. _____

and

By _____

Name

Title

Contractor or Firm

(Printed exactly as listed with State License Board)

Address

License No.

EMPLOYERS COPY

TERMINATION—ARTICLE IX

Page 25—Master Agreement Ending 8-15-63
R-3

August 20, 1963

Joint Labor Relations Board, of,
Union Roofing Contractors, and
Roofers' Locals Number 36 and 72.

Gentlemen:

Persuant of that Article in the Master Agreement dated August 15, 1963; to and including August 15, 1967; pertaining to the termination of the Master Contract, I, J. T. Strong d.b.a. as the Strong Roofing & Insulation Company, located at 710 South Garfield Avenue, Alhambra; request action in accordance with the above noted Article in the current Master agreement.

Date of termination to be set at next regular meeting of the J.L.R.B., who shall release deposit of \$400.00 held as guarantee of faithful performance regarding labor payments as so described in Master Agreement.

Sincerely,

J. T. STRONG

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

Case No. 21-CA-5978

JOSEPH T. STRONG d/b/a STRONG ROOFING &
INSULATING Co.

and

ROOFERS LOCAL 36, UNITED SLATE, TILE AND COMPOSITION
ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION

DECISION AND ORDER

On January 8, 1965, Trial Examiner Martin S. Bennett issued his Decision in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices within the meaning of the Act, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the Trial Examiner's Decision attached hereto. Thereafter, the Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief. The General Counsel filed a brief in support of the Trial Examiner's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the Board hereby adopts as its Order, the Order recommended by the Trial Examiner and orders that Respondent, Strong Roofing & Insulating Co., its agents, successors, and assigns, shall take the ac-

tion set forth in the Trial Examiner's Recommended Order.

Dated, Washington, D. C.

JOHN H. FANNING, Member

GERALD A. BROWN, Member

HOWARD JENKINS, JR., Member

National Labor Relations Board

[SEAL]

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
DIVISION OF TRIAL EXAMINERS
BRANCH OFFICE
SAN FRANCISCO, CALIFORNIA

Case No. 21-CA-5978

JOSEPH T. STRONG d/b/a STRONG ROOFING &
INSULATING CO.

and

ROOFERS LOCAL 36, UNITED SLATE, TILE AND COMPOSITION
ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION

Harold E. Jahn, for the General Counsel.

O'Melveny & Myers, by *Alfred C. Phillips*, of Los Angeles,
Calif., for Respondent.

Eugene Miller, of Los Angeles, Calif., for the Union.

Before: *Martin S. Bennett*, Trial Examiner.

TRIAL EXAMINER'S DECISION

STATEMENT OF THE CASE

This matter was heard at Los Angeles, California, on October 20, 1964. The complaint¹ alleges that Respondent, Joseph T. Strong d/b/a Strong Roofing & Insulating Co., had engaged in unfair labor practices within the meaning of Section 8(a) (5) and 8(a) (1) of the Act. Oral argument was waived and briefs have been submitted by the General Counsel and Respondent.

Upon the entire record in the case, and from my observation of the witnesses, I make the following:

¹ Issued August 19, and based upon a charge filed June 8, 1964, by Roofers Local 36, United Slate, Tile and Composition Roofer, Damp and Waterproof Workers Association, herein called the Union.

FINDINGS OF FACT

I. Jurisdictional findings

Joseph T. Strong, an individual proprietor doing business under the trade name and style of Strong Roofing & Insulating Co., is engaged in the roofing of residential and commercial buildings. This concern annually purchases supplies valued at less than \$50,000.

Since approximately 1949, but not after September of 1964, Respondent was a member of Roofing Contractors' Association of Southern California, Inc., herein called the Association. The latter is an association of roofing contractors in Southern California which negotiates collective bargaining agreements in behalf of its members with the charging Union and its sister Local 72. At least one of the members of this Association annually performs services valued in excess of \$50,000 outside the State of California.

Finding hereinafter that Respondent was a member of this Association at the time material herein, I further find that the operations of Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act that it would effectuate the purposes of the Act to assert jurisdiction herein. *N.L.R.B. v. Miscellaneous General Drivers, Local 610*, 293 F. 2d 437 (C.A. 8), and *Insulation Contractors of Southern California, Inc.*, IIC NLRB 638.

II. The labor organization involved

Roofers Local 86, United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association is a labor organization within the meaning of Section 2(5) of the Act.

III. The unfair labor practices

A. The issue; introduction

A contract between the Association, in behalf of its members, and the Union was in effect from August 15, 1960, to August 14, 1963. Negotiations on a successor contract commenced in March of 1963 and an agreement

was arrived at on August 14, 1963, for the period from August 15, 1963, through August 15, 1967. Both contracts provided for year to year renewal after the stated term, absent a 60-day notice prior to the end of said term or any subsequent yearly period.

Respondent has refused to sign and honor the 1963-1967 agreement, claiming that it withdrew from the multi-employer bargaining unit and, further, that the Union consented to this withdrawal. The General Counsel alleges that Respondent's attempted withdrawal took place at an inappropriate time and urges, contrary to Respondent, that the Union never waived its rights herein; he contends that a refusal to bargain took place on and after June 2, 1964.²

It may be noted that the Association has 85 "regular" members who operate unionized shops in behalf of whom, as stated, it has for many years negotiated an association-wide contract. Since June of 1962, it has recognized a new category of associate contractor members, some 10 or 11 in number; these operate non-union shops and are not covered by the contract. Treated with hereinafter is Respondent's change of its membership from a regular to an associate contractor membership, as well as its resignation from the Association, and the effect of these moves upon Respondent's coverage by the contract.

B. Appropriate unit and majority representation therein

The General Counsel contends that all roofers employed by [regular] members of the Association constitute a unit

² The complaint refers to prior conduct which was fully litigated herein. Respondent has contended that the six-month statute of limitations established by Section 10(b) bars the complaint, and relies upon the Union's first demand in October, 1963, described below, that the Respondent sign the Association contract; the evidence, however, goes beyond and treats with Respondent's subsequent refusals to honor the contract. More particularly, aside from a meeting in December of 1963, there is evidence that a union representative met with Respondent in April of 1964, the date the General Counsel presumably had in mind, and the charge was filed on June 3, 1964. Consequently, the rationale of *Local Lodge No. 1424, I.A.M. v. N.L.R.B. (Bryan)*, 382 U.S. 411, is deemed not to be in point. See *Local Union No. 289, I.B.E.W.*, 149 NLRB No. 74.

appropriate for the purposes of collective bargaining. This is an association-wide unit of the type regularly recognized by the Board and I find it is an appropriate unit within the meaning of Section 9(b) of the Act.

The General Counsel further contends that at all times since August 15, 1963, the effective date of the most recent agreement, the Union has been the representative of a majority of the employees in the above-described unit, including those of Respondent. Respondent does not dispute the Union's representative status among the other members of the Association, but again predicates its denial of said representative status among the employees of Respondent upon its attempted withdrawal from the unit. For reasons hereinafter set forth, I find that the Union has been at all times material herein, and now is, the exclusive representative of all employees in said unit within the meaning of Section 9(a) of the Act.

C. Sequence of events

As set forth, a contract between the Association and the Union was in effect from August 15, 1960, through August 14, 1963. Respondent, as a regular member of the Association, was bound by this contract and adhered to its terms. Indeed, consistent with custom whereby the Union obtained signed copies of the contracts from the respective members of the Association, Joseph Strong had signed the 1960 contract.³ On January 23, 1962, Respondent wrote to the Union, as follows:

Persuant (sic) to Article IX, paragraph A, and B, in the Master Labor Agreement dated August 15, 1960 to August 14, 1963, inclusive, I, J. T. Strong dba as sole proprietor of the Strong Roofing and Insulating Company located at 710 South Garfield Avenue, Alhambra, do hereby respectfully request termination of the above Master Labor Agreement.

Date of termination to be soon as possible under the terms of the Agreement.

³ All regular members of the Association give it the right to bargain for them; agree under the By-Laws not to engage in individual bargaining; and agree to accept the negotiated contract.

Request this intent of termination to be brought to the attention at the next regular meeting of the Joint Labor Relations Board, at their February 6, 1962, meeting.

Strong testified that he believed that this clause, as well as an identical clause in the 1963-1967 contract, permitted him to terminate the contract on 60 days' notice. However, it is quite clear that the clause in both contracts does not so provide. It establishes a term from August 15, 1960, through August 14, 1963, and from year to year thereafter, absent 60 days' notice prior to August 14, 1963, or the end of any subsequent yearly period to terminate or modify the contract. Furthermore, Strong never received a reply to this letter, which was sent via regular mail and there is no direct evidence of its receipt by the Union. Respondent continued to live up to the terms of the agreement in all respects, including payment of fringe benefits.

Negotiations for a successor contract covered the period from March 1963, through August 14, 1963. A new contract was reached on August 14, for a term from August 15, 1963, through August 15, 1967.

There is evidence by Executive Director David Van Eyk of the Association that all members of the Association were kept posted as to the progress of the 1963 negotiations. Two open negotiating meetings were held on May 21 and July 13, 1963, and all regular members were invited to attend. And, on July 27, each regular member was mailed a document reflecting all contract matters that had been agreed upon as of that date. Moreover, on September 24, 1963, Respondent made fringe payments to the "Union Roofers Trust Account" for the month ending August 31 as required by the Association's contract with the Union. And, on October 19, 1963, a similar payment was made for the month ending September 25, 1963.

On August 20, 1963, Respondent wrote to the Joint Labor Relations Board. This is a Board set up under the grievance procedure of the contracts, composed equally of contractor and union representatives, to handle grievances or disputes under the contracts. The letter was referred to the Association, and no issue is raised by the General

Counsel as to whether it was sent to the proper party.⁴
In the letter, Strong stated:

Persuant (sic) of that Artile (sic) in the Master Agreement dated August 15, 1963; to and including August 15, 1967; pertaining to the termination of the Master Contract, I, J. T. Strong d.b.a. as the Strong Roofing & Insulation Company, located at 710 South Garfield Avenue, Alhambra; request action in accordance with the above noted Article in the current Master Aggrement (sic).

Date of termination to be set at next regular meeting of the J.L.R.B., who shall release deposit (sic) of \$400.00 held as guarantee of faithful performance regarding labor payments as so described in Master Agreement.

Here as well, it is apparent that Strong believed that the language he referred to provided for a 60-day notice pursuant to which he could be released from the provisions of the contract. The reference to the \$400 bond is to a bond required of the regular members of the Association under the Master Labor Contract to insure payment of wages and fringe benefits. Strong also testified that he had made the fringe benefit payments in September and October, described above, pursuant to his concept of honoring the contract for its last 60 days.

About the end of September, according to Van Eyk, Strong telephoned the Association and asked that his status as a regular member [under the contract] be changed to that of an associate contractor member [non-union]; this meant a reduction from \$17.25 to \$15.00 per month in dues. Respondent continued to pay the higher sum on or about the first of the months of October, November and December of 1963. On December 18, the Association reduced the amount of the payment to \$15 per month and placed a credit of \$6.75 to Respondent on its books; this reflected a credit of \$2.25 for each of the months of October, November and December. I find that the status of

⁴ This registered letter was not delivered until August 27.

Respondent was changed to that of an associate contractor member on December 18, retroactive to October 1, 1963.

On September 30, 1963, the Association cancelled Respondent's bond and on January 3, 1964, the cash deposit of \$400 was returned to him. The record further discloses that in September of 1964, Respondent withdrew from the Association.

There have been three contacts of Respondent by representatives of the Union subsequent to the signing of the contract on August 14, 1963. On October 18 or 20, 1963, according to Mrs. Joseph Strong who handles administrative details for Respondent, one Sheridan, a representative of the Union, called at the office and stated that the Union wished Respondent to sign a copy of the newly-negotiated agreement. As noted, this had been routine practice for many years. Mrs. Strong refused to sign, stating that her husband had previously notified the Association of his intent not to re-sign, manifestly a reference to the letter of August 20, 1963. Mrs. Strong reaffirmed this position in a telephone conversation with Sheridan on the following day.

Sheridan again visited Respondent's office on December 10, 1963, and, according to Mrs. Strong, renewed his request that Respondent sign the contract. Mrs. Strong refused, stating that she no longer had any "union men" and claiming that several [if not all] of her employees had withdrawn from the Union and were going into business for themselves.

In April of 1964, William Nuttall, a representative of the Union, called upon Strong and asked him to sign the contract. Strong refused, referred to the number of non-union contractors in the area and stated, according to Nuttall, that "he would rather go non-union rather than sign it..." Strong admitted refusing to sign the contract "for economic reasons."

D. Analysis and conclusions

The Board recognizes that employer members of a multi-employer bargaining unit may withdraw from multi-employer bargaining. See, e.g. *Seattle Automotive Wholesalers Association*, 140 NLRB 1393. But a basic requisite

has been that an employer do so unequivocally and at an appropriate time. And the Board has made it clear that an attempt at withdrawal *after* a multi-employer agreement has been reached is ineffective because the time has become inappropriate. See, e.g., *N.L.R.B. v. Jeffries Bank Note Co.*, 281 F. 2d 893 (C.A. 9); *Fairbanks Dairy*, 146 NLRB No. 111; *Cooke & Jones, Inc.*, 146 NLRB No. 192; *Walker Electric Co.*, 142 NLRB 1214; and *Donaldson Sales, Inc.*, 141 NLRB 1303.

• In the instant case, Respondent's letter of January 23, 1962, manifestly had no legal effect because the contract did not expire until August 14, 1963, and it did not provide for a prior termination. And, in 1963, while negotiations were going on for a new contract, Respondent was put on notice thereof but took no steps to withdraw from the Association. Indeed, it proceeded to honor the new contract and lived up to its fringe benefit requirements for the months of August and September of 1963.

• Respondent has argued that in the three contracts with it by the Union, described above, the union representatives merely asked Respondent to sign the agreement and did not state that Respondent was bound by the Association-wide master contract. But it is clear that Respondent, and the record discloses that Strong was a past president of the Association presumably familiar with its procedures, was asked, on these occasions, to sign an individual contract after the master agreement had been negotiated precisely as it had been in the past; the other regular members of the association were also so asked. Stated otherwise, the Association-wide contract was negotiated in 1963, and the members of the Association were thereafter respectively asked to sign individual copies, just as had been done in the past. This is not evidence of a waiver and Respondent's contention to that effect is rejected.

• While Respondent changed its membership to that of associate contractor member, after the signing of the 1963 contract; reclaimed its bond; and, in 1964, withdrew from the Association, I fail to see how this helps it, all these occurring too late in the day.

And while Respondent draws attention to the fact that, when negotiations commenced on new contracts, the Asso-

ciation was in the habit of sending proxies to regular members as well as to non-members, the record demonstrates that there was no requirement that regular members sign and return the proxies, and in fact some did not. Indeed, Strong admittedly did not sign all such proxies and did not recall whether he signed one in 1960, despite the fact that he lived up to the 1960 contract.

I find, in view of the foregoing considerations, that, on and after April of 1964, Respondent, by failing and refusing to sign and honor the agreement negotiated by the Association with the Union covering the period from August 15, 1963, through August 15, 1967, has refused to bargain and has engaged in unfair labor practices within the meaning of Section 8(a)(5) and Section 8(a)(1) of the Act. See *Mixermobile Manufacturers, Inc.*, 149 NLRB No. 60; *Og's Protection Service, Inc.*, 149 NLRB No. 50 and *Tulsa Sheet Metal Works, Inc.*, 149 NLRB No. 120.

IV. The effect of the unfair labor practices upon commerce

The activities of Respondent, set forth in Section III and occurring in connection with its operations described in Section I, above, have a close, intimate and substantial relationship to trade, traffic and commerce among the Several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Having found that Respondent has engaged in certain unfair labor practices, I shall recommend that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

It has been found that Respondent has refused to bargain with the Union as the duly designated representative of its employees in an appropriate unit. I shall therefore recommend that Respondent sign and honor the agreement negotiated between the Association and the Union covering the period from August 15, 1963, through August 15, 1967, and that it pay to the appropriate source any fringe benefits provided for therein.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. Joseph T. Strong d/b/a Strong Roofing & Insulating Co., is an employer within the meaning of Section 2(2) of the Act.

2. Roofers Local 36, United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association is a labor organization within the meaning of Section 2(5) of the Act.

3. All roofers employed by members of the Roofing Contractors' Association of Southern California, Inc., including Respondent, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Roofers Local 36, United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association has been at all times since August 15, 1963; and now is, the exclusive representative of all employees in the aforesaid appropriate unit within the meaning of Section 9(a) of the Act.

5. By refusing on and after April, 1964, to bargain in good faith with the Union as the exclusive representative of its employees in the aforesaid appropriate unit, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By the foregoing conduct, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

RECOMMENDED ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, it is recommended that Respondent, Joseph T. Strong d/b/a Strong Roofing & Insulating Co., Alhambra, California, his agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to recognize Roofers Local 36, United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association as the representative of its employees in the above-described appropriate unit and refusing to honor the 1963-1967 contract between said Union and Roofing Contractors' Association of Southern California, Inc.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the right to self-organization, to form labor organizations, to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Forthwith execute and honor the 1963-1967 agreement between the Union and Roofing Contractors' Association of Southern California.

(b) Pay to the appropriate source any fringe benefits provided for in the above-described contract.

(c) Post at its offices at Alhambra, California, copies of the notice attached hereto and marked Appendix.⁵ Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, shall, after being duly signed by Respondent, be posted immediately upon receipt thereof and maintained by it for a period of 60 consecutive days thereafter in conspicuous places, including

⁵ In the event that this Recommended Order be adopted by the Board, the words "A DECISION AND ORDER" shall be substituted for the words "THE RECOMMENDATIONS OF A TRIAL EXAMINER" in the notice. In the further event that the Board's Order be enforced by a decree of a United States Court of Appeals, the words "A DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER" shall be substituted for the words "A DECISION AND ORDER."

all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for the Twenty-first Region, in writing, within 20 days from the date of the receipt of this Decision and Recommended Order what steps it has taken to comply herewith.⁶

Dated:

(s) Martin S. Bennett
MARTIN S. BENNETT
Trial Examiner

⁶ In the event that this Recommended Order be adopted by the Board, this provision shall be modified to read: "Notify said Regional Director in writing within 10 days from the date of this Order what steps the Respondent has taken to comply herewith."

NOTICE TO ALL EMPLOYEES**PURSUANT TO THE
RECOMMENDATIONS OF A TRIAL EXAMINER**

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended we hereby notify you that:

WE WILL NOT refuse to recognize **ROOFERS LOCAL 36, UNITED SLATE, TILE AND COMPOSITION ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION** as the representative of our roofing employees.

WE WILL honor and sign the contract executed between **ROOFING CONTRACTORS' ASSOCIATION OF SOUTHERN CALIFORNIA, INC.** and **ROOFERS LOCAL 36, UNITED SLATE, TILE AND COMPOSITION ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION** for the period August 15, 1963, through August 15, 1967, covering a unit of all roofers employed by members of said Association.

WE WILL make whole the appropriate sources for any unpaid fringe benefits provided in the above contract.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the right to self-organization, to form labor organizations, to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all such activities, except to the extent that such right may be affected by an agree-

ment requiring membership in a labor organization as a condition of employment.

JOSEPH T. STRONG d/b/a
STRONG ROOFING &
INSULATING CO.
(Employer)

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, 849 South Broadway, Los Angeles, California (Telephone No. 688-5204), if they have any question concerning this notice or compliance with its provisions.

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

No. 20,762

NATIONAL LABOR RELATIONS BOARD, PETITIONER

vs.

JOSEPH T. STRONG, d/b/a STRONG ROOFING &
INSULATING CO., RESPONDENT

[July 14, 1967]

On Petition for Enforcement of an Order of the
National Labor Relations Board

Before: HAMLEY and JERTBERG, Circuit Judges, and
WHELAN, District Judge.

WHELAN, District Judge:

This case is before the Court on the petition of the National Labor Relations Board to enforce its order against Respondent Joseph T. Strong d/b/a Strong Roofing and Insulating Co.

The Board's decision and order are reported at 152 N.L.R.B. No. 2. This Court has jurisdiction of the matter.

The Board found that respondent, by refusing to sign and honor a collective bargaining agreement negotiated on behalf of respondent by a multi-employer association to which respondent belonged and through which respondent participated with the Union, has refused to bargain and has engaged in unfair labor practices within the meaning of Section 8(a)(5) and Section 8(a)(1) of the National Labor Relations Act, as amended, 29 U.S.C. 158(a)(5) and 158(a)(1).

Respondent was ordered by the Board to cease and desist from refusing to recognize the Union as the representative of respondent's employees in the multi-employer bargaining unit and refusing to honor the 1963-1967 contract between the Union and the Association and from, in any like or related manner, interfering with, restrain-

ing or coercing his employees in the exercise of their statutory rights. Respondent was also ordered to forthwith execute and honor the 1963-1967 contract and to pay to the appropriate source any fringe benefits provided for in the above described contract, as well as to post the usual notice and give notification of the posting of the notice to the representative of the Board within the time provided in the order.

While before the Board respondent contended that the Board did not have jurisdiction to hear the complaint against respondent in that respondent was not engaged in a business affecting commerce within the meaning of Sections 2(6) and 2(7) of the National Labor Relations Act, as amended, and has not engaged in conduct affecting commerce over which the Board has jurisdiction under Section 10(a) of said Act, the respondent has abandoned such contention before this Court.¹

Resisting the petition for enforcement, respondent first argues that the unfair labor practice charge was filed more than six months following respondent's refusal to execute the multi-employer contract.

The unfair labor practice charge was filed on June 3, 1964. On October 18, 1963, the Union representative contacted respondent's wife who managed the office of respondent in an attempt to have the 1963-1967 multi-employer contract with the Union signed. Respondent's wife told the representative that respondent had withdrawn from the Association and therefore would not sign. The following day she told the Union representative that she had spoken to respondent, who had confirmed his intent to withdraw from the Association, and that he therefore would not sign the agreement. Again on December 10, 1963, respondent's wife said respondent would not sign the contract because he no longer employed any Union members. Finally in April 1964 respondent was again contacted by a Union representative, at which time respondent refused to sign the contract for "economic reasons."

¹ In any event, the Board found that the operations of respondent do affect commerce within the meaning of said Sections 2(6) and 2(7) of the Act; and such finding is supported by substantial evidence and such finding is correct.

While it is true that the first refusal to sign the contract in October 1963 was barred as the basis of an unfair labor practice charge by Section 10(b) of the Act as being more than six months prior to the date of the filing of the unfair labor practice charge, and while it is true that had nothing further occurred thereafter respondent's contention would be well taken, here there were further refusals within a period of six months prior to the date of filing of the charge.

The obligation of respondent to bargain collectively with the Union was a continuing one. *N.L.R.B. v. White Construction Co.*, 204 F.2d 950, 952-953, (5th Cir. 1953) 204 F.2d 950, 953. Respondent had the obligation to bargain collectively and to execute the contract when the Union requested him so to do. Section 8(d) of the Act, Title 29, U.S.C., 158(d). This obligation extends to the execution of a bargaining agreement executed by an employers Association of which an employer is a member with the Union. *N.L.R.B. v. Jeffries Banknote Co.*, (9th Cir. 1960) 281 F.2d 893, 896.

Respondent's reliance on *Local 1424, I.A.M. v. N.L.R.B.*, 362 U.S. 411, is without merit. In *Local 1424, supra*, the Supreme Court said at 362 U.S. pp. 416-417:

"[I]n applying rules of evidence as to the admissibility of past events, due regard for the purposes of Section 10(b) requires that two different kinds of situations be distinguished. The first is one where occurrences within the six month limitations period in and of themselves may constitute, as a substantive matter, unfair labor practices. There, earlier events may be utilized to shed light on the true character of matters occurring within the limitations period; and for that purpose Section 10(b) ordinarily does not bar such evidentiary use of anterior events. The second situation is that where conduct occurring within the limitations period can be charged to be an unfair labor practice only through reliance on an earlier unfair labor practice. There the use of earlier unfair labor practices is not merely 'evidentiary' since it does not simply lay bare a putative current unfair labor practice. Rather, it serves to cloak with illegality that which was otherwise lawful."

In the instant case each of the two refusals of respondent to sign the contract within the six month limitation period in and of itself constitutes, as a substantive matter, unfair labor practice. Therefore, the Board was entitled to consider the refusal of respondent in October 1963 to sign the contract as evidence to shed light on the true character of the refusals occurring within the limitation period. *International Union, United Automobile, etc. Workers of America, AFL-CIO v. N.L.R.B.*, (D.C. Cir. 1966) 363 F.2d 706-707.

Respondent next argues that the Union was estopped by its conduct during the period commencing August 1963 and ending June 3, 1964, from contending that it did not consent to the respondent's withdrawal from the multi-employer unit and release from the obligations of the multi-employer contract.

The examiner's findings concerning the question of estoppel, adopted by the Board, may be summarized briefly as follows:

Respondent is an individual engaged in the roofing of residential and commercial buildings. He joined the Roofing Contractors Association of Southern California, Inc. (hereafter the Association) about 1949 and at one time served as its president. He had for many years been a regular member as defined in the Association's by-laws.

The Association was formed for the purpose, inter alia, of negotiating labor contracts with Roofers Local 36, United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association (hereafter Union). By-laws of the Association provide for regular members and also for associate contractor members. Regular members are contractors who operate union shops and who, under the by-laws of the Association, are bound by the collective bargaining contract negotiated by the Association. Associate contractor members are contractors who operate non-union shops and who are not covered by the Association's collective bargaining agreement.

As a regular member of the Association, respondent signed the August 15, 1960, to August 14, 1963, agreement with the Union and the Association. During such contract term and on January 23, 1962, respondent wrote

the Union requesting termination of the contract at the earliest possible time. He received no response to such letter. There is no evidence that such letter was ever transmitted to the Association. However, under the terms of such contract, respondent could not terminate such agreement as such contract was for a fixed period. Despite his letter he continued to observe the contract and paid fringe benefits to the Union Roofers Trust Account.

Prior to the start of contract negotiations with the Union in March of 1963, the Association mailed authorization proxies to its regular members, including respondent, for their information only. Whether or not the regular members sign proxies they are bound by any agreement reached in the negotiations. Respondent neither signed nor returned the proxy; respondent testified that in the past he had not always signed the proxies. The negotiations between the Union and Association continued until August 14, 1963, when the terms of a new four-year contract were agreed upon; the contract was ratified by the Union membership on August 17, 1963, and had an effective date of August 15, 1963. During the negotiations the Association informed all regular members, including respondent, of progress and invited them to attend two open negotiating sessions.

Respondent did not notify the Association that he was withdrawing as a regular member of the Association prior to the execution of the 1963-1967 contract.

Though regular members are automatically bound by the negotiated collective bargaining agreement, it has been the past practice of the Union to have each of the members sign a copy of the contract.

On August 20, 1963, respondent wrote the Joint Labor Relations Board, a grievance board composed of contractor and Union representatives, requesting termination of the contract and the refund of his security deposit pursuant to the Master Agreement dated August 15, 1963. Upon receipt of this letter the Joint Labor Relations Board, without further action, turned it over to the Association's representative.

In September 1963 respondent telephoned the Association and requested that his status be changed from that of

a regular member to that of an associate contractor member, but he paid the higher regular member dues in October, November, and December of 1963 and paid fringe benefits to the Union Roofers Trust Fund in September and October of 1963. Under the terms of the 1963-1967 contract, respondent could not unilaterally terminate the contract.

In December 1963 the Association credited his account with the difference between the regular and associate membership dues for October, November, and December of that year, and in January 1964 returned to him his deposit given as security to the Association to insure payment of wages and fringe benefits by him. Prior to the return of the deposit by the Association, he had not received an answer to his August 20, 1963, letter to the Joint Labor Relations Board requesting termination of the contract.

In the three contacts of respondent by the Union in October and December of 1963, and in April of 1964, the Union representatives merely asked respondent to sign the agreement and did not state that respondent was bound by the Association-wide master contract. What did occur on those three occasions was the request by the Union representatives that respondent sign an individual contract after the master agreement had been negotiated precisely as respondent had been requested with respect to earlier contracts so to sign and as other regular members of the Association were requested both with respect to the 1963-1967 contract and earlier contracts.

The trial examiner found that the failure of the Union representatives to tell respondent that he was bound by the master contract was not evidence of a waiver and the Board adopted such finding.

The reviewing power of this Court over orders of the Board is set forth in Section 10(f) of the Act, which states:

"[T]he findings of the Board with respect to questions of fact if supported by substantial evidence on the record considered as a whole shall in like manner be conclusive."

The standard of review set forth in that provision is elaborated upon in *Universal Camera Corp. v. N.L.R.B.*, 340 U.S. 464 (1951) and its companion case, *N.L.R.B. v. Pittsburgh S.S. Company*, 340 U.S. 498 (1951). If the findings are not supported by substantial evidence on the record when considered as a whole, it is our duty to set aside and refuse enforcement of the order of the Board. *Universal Camera Corp. v. N.L.R.B.*, *supra*; *N.L.R.B. v. Isis Plumbing and Heating Co.*, 322 F.2d 913 (9th Cir. 1963); *Lozano Enterprises v. N.L.R.B.*, 357 F.2d 509 (9th Cir. 1966).

Under the rationale expressed in *Universal Camera*, *supra*, it is our duty in determining the substantiality of evidence supporting a Labor Board decision to take into account contradictory evidence or evidence from which conflicting inferences could be drawn.

"The substantiality of evidence must take into account whatever in the record fairly detracts from its weight." *Universal Camera*, *supra*, at 847.

We do not find the inferences drawn from the record by the trial examiner to be unreasonable.

In our view the findings of the Board are supported by substantial evidence in the record considered as a whole, and are therefore conclusive upon us.

However, respondent's contention that the Board erred in including in its order a requirement that respondent pay to the appropriate source any fringe benefits provided for in the contract between the Association and the Union is well taken. In general, the Board has no power to adjudicate contractual disputes. *N.L.R.B. v. Hyde*, (9th Cir. 1964) 339 F.2d 568, 572; *United Steel Workers of America, AFL-CIO v. American International Aluminum Corp.*, (5th Cir.) 334 F.2d 147, 152. Here the unfair labor practice was the refusal to bargain by refusing to execute the contract. The order of the Board requiring the payment of fringe benefits to the appropriate source is an order to respondent to carry out provisions of the contract and is beyond the power of the Board. See *N.L.R.B. v. Hyde*, *supra*, at pp. 572-573. Cf. *N.L.R.B. v. George E. Light Boat Storage, Inc.*, (5th Cir. 1967) 373

F.2d 762. Therefore, the order of the Board is modified to eliminate therefrom paragraph 2(b) requiring that respondent "pay to the appropriate source any fringe benefits provided for in the above described contract" and to remove from the required notice to be posted that paragraph which reads "We will make whole the appropriate sources for any unpaid fringe benefits provided in the above contract."

As so modified, the order of the Board will be enforced.

[Caption omitted]

Before HAMLEY and JERTBERG, Circuit Judges, and
WHELAN, District Judge

The petition for rehearing is denied.

FREDERICK G. HAMLEY,
United States Circuit Judge.

A true copy.
Attest:

WM. B. LUCK, Clerk.
By NANCY DUNNE,
Deputy.

APRIL 10, 1968.

N.L.R.B. v. Strong
No. 20762

Memorandum to Clerk Luck:

All judges concerned having concurred in the within opinion or order, the clerk will please file.

FREDERICK G. HAMLEY,
Judge.

Received Feb. 5, 1968, Wm. B. Luck, Clerk

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

No. 20,762

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

STRONG ROOFING & INSOLATING CO., RESPONDENT

DECREE

Before: Hamley and Jertberg, Circuit Judges, and Whelan, District Judge.

THIS CAUSE came on to be heard upon the petition of the National Labor Relations Board to enforce its order issued on April 19, 1965, against the above-named Respondent, its agents, successors, and assigns. The Court heard argument of respective counsel on March 10, 1967, and has considered the briefs and the transcript of record filed in this cause. On July 14, 1967, the Court being fully advised in the premises, handed down its opinion granting enforcement of the Board's order as modified. In conformity therewith, it is hereby

ORDERED, ADJUDGED AND DECREED by the United States Court of Appeals for the Ninth Circuit that Respondent, Strong Roofing & Insulating Co., its agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to recognize Roofers Local 36, United Slate, Tile and Composition Roofers, Damp and Waterproof Workers Association as the representative of its employees in the appropriate unit and refusing to honor the 1963-1967 contract between said Union and Roofing Contractors' Association of Southern California, Inc.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the right to self-organization, to form labor organizations,

to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Forthwith execute and honor the 1963-1967 agreement between the Union and Roofing Contractors' Association of Southern California.

(b) Post at its offices at Alhambra, California, copies of the notice attached hereto and marked Appendix. Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, (Los Angeles, California), shall, after being duly signed by Respondent, be posted immediately upon receipt thereof and maintained by it for a period of 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the said Regional Director in writing, within 10 days from the date of this Decree what steps the Respondent has taken to comply herewith.

Enforced, Decree filed and Entered

February 19, 1968

/s/ William B. Luck
WILLIAM B. LUCK
Clerk

A TRUE COPY,

ATTEST: February 19, 1968
William B. Luck
Clerk

/s/ William E. Wilson
By: WILLIAM E. WILSON, Chief Deputy.

APPENDIX
NOTICE TO ALL EMPLOYEES
PURSUANT TO

A Decree of the United States Court of Appeals for the Ninth Circuit enforcing as modified an Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended we hereby notify you that:

WE WILL, NOT refuse to recognize **ROOFERS LOCAL 36, UNITED SLATE, TILE AND COMPOSITION ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION** as the representative of our roofing employees.

WE WILL honor and sign the contract executed between **ROOFING CONTRACTORS' ASSOCIATION OF SOUTHERN CALIFORNIA, INC.** and **ROOFERS LOCAL 36, UNITED SLATE, TILE AND COMPOSITION ROOFERS, DAMP AND WATERPROOF WORKERS ASSOCIATION** for the period August 15, 1963, through August 15, 1967, covering a unit of all roofers employed by members of said Association.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the right to self-organization, to form labor organizations, to join or assist the above-named or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all such activities, except to the extent that such right may be affected by an

agreement requiring membership in a labor organization as a condition of employment.

JOSEPH T. STRONG d/b/a
STRONG ROOFING &
INSULATING CO.
(Employer)

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

Employees may communicate directly with the Board's Regional Office, 849 South Broadway, Los Angeles, California (Telephone No. 688-5204), if they have any question concerning this notice or compliance with its provisions.

SUPREME COURT OF THE UNITED STATES

No. 1339, October Term, 1967

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

JOSEPH T. STRONG, d/b/a STRONG ROOFING &
INSULATING Co.

ORDER ALLOWING CERTIORARI. Filed May 27, 1968

The petition herein for a writ of certiorari to the United States Court of Appeals for the Ninth Circuit is granted, and the case is placed on the summary calendar.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.